



# Restaurant & Pubs Policy

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

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

#### **THE CONTRACT OF INSURANCE**

This policy is a contract between you and Argus Insurance Company (Europe) Limited and is based on the information you gave us when you applied for this insurance. In return for your premium, we will provide the cover shown in the Schedule during the period of insurance.

#### **THE LEGAL DEFINITION**

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

#### **LAW APPLICABLE TO CONTRACT**

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

#### **USE OF LANGUAGE**

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

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

Please tell your insurance adviser immediately if there are any changes which may affect this insurance.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Signed on behalf of the Insurer

**Tyrone Montovio**  
Director

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

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

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

What will happen if you make a complaint?

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

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

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

If you are unhappy with the decision you receive from us, you should write to, The General Manager, Argus Insurance Company (Europe) Limited, PO Box 45, Regal House, 3 Queensway, Gibraltar.

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

## POLICY DEFINITIONS

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

### **BUILDING/BUILDINGS**

The buildings at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials, including:

- landlord's fixtures and fittings (including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises), fixed glass, fixed sanitaryware and walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises extending to the public mains
- fuel tanks and their ancillary equipment, pipework and the like at the Premises
- small outside buildings, annexes, gangways, conveniences and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements and footpaths at the Premises.

### **BUSINESS**

The business description stated in the Schedule.

### **DAMAGE/DAMAGED**

Loss or destruction of or damage

### **CONTENTS**

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

- alterations and decorations
- fixed glass and sanitaryware
- contents in the open yards
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- patterns, models, moulds, plans or designs and in so far as they are not otherwise insured
- employees', directors' and visitors' personal effects of every description (other than motor vehicles), for an amount not exceeding £250 for anyone person

**INSURED**

The insured named and shown in the Schedule

**INSURER**

Argus Insurance Company (Europe) Limited

**MONEY**

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

**PERIOD OF INSURANCE**

The period from the Effective Date to the Renewal Date as shown in the Schedule

**POLICY**

The document described in the Introduction

**PREMISES**

Address as stated in the Schedule

**PROPERTY/PROPERTY INSURED**

Buildings, contents, stock and other items shown and/or described in the Schedule

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

**SCHEDULE**

The part of this Policy that details information forming the basis of this contract and that shown the Sections of this Policy selected

**SECTION/SECTIONS**

The parts of this Policy that detail the insurance cover provided for each individual section of this Policy

**STOCK**

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

**SUM INSURED**

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

**TOTAL SUM INSURED**

The total amount payable by the Insurer under any Section

**UNOCCUPIED**

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



## SECTION 1 - CONTENTS

### DEFINITIONS

#### GLASS

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights and rooflights, neon/illuminated signs and glass fixed in wall mirrors, shelves, showcases and counter-cases, including lettering fixed to such glass.

#### PREMISES

The Building and any detached outbuilding situated at the address or addresses of the Insured stated in the Schedule built of brick, stone or concrete and roofed with slate, tile, metal, concrete or felt on timber, but excluding any garden, yard or open space and occupied solely by the Insured in connection with the Business and otherwise as Offices and Private Dwelling Rooms.

#### PROPERTY INSURED

All trade contents belonging to the Insured or for which they are responsible in the Premises including landlord's fixtures and fittings and interior decorations for which they are responsible.

#### DEFINITION OF CONTENTS

Stock-in-Trade consumable stores furniture fittings utensils printed books unused stationery machinery and equipment (including goods held in trust or on commission) the property of the Insured or for which the Insured is responsible.

Decoration or improvements installed by the Insured (excluding landlords fixtures and fittings)

Documents and business books including computer systems records but only for the value of the material together with reproduction costs excluding the cost of gathering information and excluding the value to the Insured of the information

Directors' partners and employees' effects (other than money) for an amount not exceeding £250 in respect of any one person.

#### SANITARYWARE

Baths, sinks, lavatory bowls and cisterns, washbasins and pedestals, shower trays and bidets forming permanent fixtures.

#### SUM INSURED

- a. Argus's liability under each Item of this Section is limited to the respective Sums Insured shown in the Schedule.
- b. During the months of November and December and for a period of 31 days before Easter Day each year the Sums Insured by Items 1-5 are increased by 35%.
- c. Index Linking shall be calculated in the following manner.

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

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

### COVER

Argus will indemnify the insured in respect of

- a. Damage to the Property Insured caused by any of the Events shown occurring during the Period of Insurance.

Provided Damaged Property is repaired or replaced, the amount payable, other than in respect of stock and materials in trade and goods in trust, shall be the cost of repair or replacement, no deduction being made for wear and tear or depreciation except in respect of articles of wearing apparel, towels, linen and similar items which are regularly laundered, subject to the terms of this Section and the Policy Exclusions and Policy Conditions.

- b. Breakage or Damage occurring during the Period of Insurance of or to Glass or Sanitaryware in the Buildings and outbuildings situate at the Premises.

Provided Property Insured is repaired or replaced, the amount payable in the event of breakage or Damage shall be the cost of repair or replacement of the property without deduction for wear or tear but excluding the first £250 of each claim, subject to the terms of this Section and the Policy Exclusions and Policy Conditions,

The most Argus will pay for any one claim is the Total Sum Insured or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage

## EVENTS

### 1. Fire, Lightning, Explosion, Earthquake, Subterranean Fire

excluding Damage

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

### 2. Aircraft and other aerial devices or articles dropped from them.

### 3. Impact by

- a. any vehicle or animal excluding the first £250 of each claim in respect of each separate Premises when the vehicle or animal is under the Insured's control or the control of their employees
- b. falling trees or branches other than if caused by felling or lopping by the Insured or on their behalf.

### 4. Riot, Civil Commotion, Strikers, Locked Out Workers or Persons taking part in Labour Disturbances or Malicious Persons

excluding

- a. Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- b. the first £250 of each claim in respect of Damage at each separate Premises (other than by fire or explosion) directly caused by malicious persons not acting on behalf of nor in connection with any political organisation
- c. Damage in respect of any Building which is Unoccupied
- d. Damage by theft or attempted theft

### 5. Storm, Tempest or Flood

excluding

- a. the first £250 of each claim in respect of each separate Premises
- b. Damage by frost, subsidence, ground heave or landslip



- c. Damage to fences and gates and moveable property in the open
- d. Damage in respect of any Building which is Unoccupied

**6. Bursting or Overflowing of Water Tanks, Apparatus or Pipes**

excluding

- a. the first £250 of each claim in respect of each separate Premises
- b. Damage in respect of any Building which is Unoccupied.

**7. Bursting, Leaking, Discharging or Overflowing of Fixed Oil Tanks, Apparatus or Pipes**

excluding

- a. defective vaporization, smoke and smudge
- b. Damage in respect of any Building which is Unoccupied

**8. Breakage or Collapse of Television and Radio Receiving Aerials, Aerial Fittings and Masts**

**9. Theft or Attempted Theft following upon or followed by forcible and violent entry to or exit from the Premises**

excluding

- a. the first £250 of each claim in respect of each separate Premises
- b. Damage in respect of any Building which is Unoccupied

**10. Hold-Up by Violence and/or Threats of Violence to the Insured or their employees**

**11. Accidental Damage (if specified in the Schedule) by any cause (other than those included, excluded or provided for elsewhere in this Section or by the Policy Exclusions or Conditions)**

excluding in respect of this Event only

- a. the first £250 of each claim in respect of each separate Premises
- b. property not within the Premises
- c. Damage whilst the Premises are lent, let or sub-let in whole or in part
- d. Damage caused by or arising from
  - i theft or attempted theft unless following upon or followed by forcible and violent entry to or exit from the Premises
  - ii error or omission or shortages revealed at stocktaking
  - iii frost, landslip, subsidence, ground heave or settlement
  - iv wear and tear, inherent defect
  - v rot, mildew, rust, corrosion
  - vi insects, woodworm, vermin
  - vii dyeing, cleaning, repair, renovation, marring or scratching



- viii electronic, electrical or mechanical breakdown, failure or derangement
  - ix faulty manipulation, design, plan, specification or materials
  - x gradual deterioration, market depreciation
  - xi overwinding and internal damage to clocks
  - xii changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- e. Damage in respect of any Building which is Unoccupied

## **12. Subsidence, Ground Heave or Landslip of any part of the site on which the Property stands**

excluding

- a. Damage in respect of any Buildings, paths, drives and other surfaced areas, walls, gates and fences
- b. Damage resulting from
  - i the normal settlement or bedding down of new structures
  - ii the settlement or movement of made up ground
  - iii coastal or river erosion
  - iv defective design or workmanship or the use of defective materials
  - v fire, subterranean fire, explosion, earthquake or escape of water from any tank apparatus or pipe
- c. Damage which commenced prior to the inception of this cover
- d. Damage occurring as a result of demolition, construction, structural alteration or repair of any property or groundworks or excavation, at the same premises
- e. the first £1,000 of each and every loss at each separate Premises as ascertained after the application of any condition of Average

### **Special Condition**

Insofar as this insurance relates to Subsidence, Ground Heave or Landslip this Policy shall be avoided if the risk is increased by reason of demolition, groundworks excavation or construction being carried out on the same or adjoining site.

### **Note:**

If any claim in respect of any one occurrence involves Damage by Event 4 and/or Event 9 and/or Event 11, the monetary exclusions shall not exceed £250 in the aggregate in respect of each separate Premises.



## Optional Extension

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

## DEFINITIONS

### ACT OF TERRORISM

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

### EVENT

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

### TERRITORIAL LIMITS

Gibraltar

### CONSEQUENTIAL LOSS

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

### VIRUS OR SIMILAR MECHANISM

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

### HACKING

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

### DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system of network weaknesses, and the generation of excess or non-genuine traffic between and amongst networks.

## COVER

The Insurer will pay the Insured for

- a. Damage, or
- b. Consequential Loss occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits

Provided always that the insurance by this Section

- a. is not subject to the General Exclusions of the General Policy Cover
- b. is subject otherwise to all the terms and conditions of the General Policy Cover except where expressly varied within the Section
- c. is subject to a maximum Period of Insurance of 12 months from the Effective Date or any Subsequent renewal Date of this Policy



Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i no subsequent Period of Insurance by this Section shall extend beyond the next renewal Date of this Policy
- ii the renewal premium due in respect of this Section has been received by the Insurer
- d. is not subject to any Long term Undertaking applying to the General Policy Cover
- e. is not subject to any terms in the General Policy Cover which provide for adjustments of premium.

## **BASIS OF SETTLEMENT**

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Policy Cover in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is

- a. the Total Sum Insured, or
- b. for each item its individual Sum Insured, or
- c. any other limit of liability

in the General Policy Cover, whichever is the less, except where the liability of the Insurer exceeds the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in the General Policy Cover, where such excess is solely in respect of any cover Extension as provided for in the General Policy Cover.

## **EXCLUSIONS**

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

### **1. Digital and Cyber risk Exclusion**

Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

Damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism of Hacking or Denial of Service Attack.

or

Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

### **2. Riot, Civil Commotion and War**

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

### **3. Radio Active Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapon**

Any losses directly or indirectly caused by or arising from:

- a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

- c. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d. The radioactive, toxic explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, Medical, scientific, or other similar peaceful purposes.
- e. Any chemical, biological, bio-chemical or electromagnetic weapon.

#### 4. Territorial Limits

Any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Policy Cover to locations outside the Territorial Limits.

## CONDITIONS

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

#### 1. Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the General Policy

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

Cover under this Section includes

#### 1. Personal Effects

Pedal cycles and other personal effects the property of the Insured or any partner, director or employee of the Insured not otherwise insured, up to £100 in respect of any one pedal cycle and £250 in respect of the other personal effects of any one person.

#### 2. Property Temporarily Removed

Property other than stock and materials in trade and goods in trust, provided the same are not otherwise insured, whilst temporarily removed from the Premises for the purpose of cleaning, renovation or repair to any premises within the United Kingdom and in transit thereto and therefrom for an amount up to 20% of the Sum Insured excluding Damage by Events 5 and 9 to property in transit or by Event 11.

#### 3. Damage by Theft or Hold-Up

The cost of making good Damage to the Premises as a result of Events 9 and 10 falling to be borne by the Insured, up to £25,000.

#### 4. Removal of Debris

The Cost of removal of debris of the Property Insured Damaged by an insured Event up to £25,000.

#### 5. Underground Services

The cost for which the Insured are responsible for repairing accidental Damage to underground water, gas, sewer and drain pipes and underground electricity and telephone cables extending from the Premises to the public supply.

#### 6. Locks and Keys

The cost of replacement locks or lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force or violence up to £2,500 any one event.

#### 7. External Blinds, Awnings, Canopies and Signs

External blinds, awnings, canopies and signs for which the Insured are responsible up to £1,500.

#### 8. Boarding Up

The Cost of boarding up pending replacement of broken or Damaged Glass.

#### 9. Stock

Damage to stock on display consequent upon breakage of or Damage to Glass.



## 10. Shop Front

Damage to the shop front and fascia.

## 11. Alterations and Additions

To the extent that they are not otherwise insured

- a. alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to All Other Contents (as shown on the Schedule)
- b. any newly acquired All Other Contents (as shown on the Schedule)

within Gibraltar for no more than 15% of the total All Other Contents Sum Insured, or £50,000, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to Argus within thirty (30) days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

## 12. Trace and Access

The costs necessarily and reasonably incurred by the Insured in locating the source of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £250 in any one Period of Insurance.

## 13. Metered Water

Additional metered water charges incurred by the Insured up to an amount of £10,000 any one Period of Insurance, in consequence of Damage, but Argus will not pay for such charges incurred in respect of any Building which is Unoccupied.

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

## 14. Emergency Vehicles

Costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following Damage caused by the emergency services vehicles, equipment or personnel in the course of carrying out their duties, up to an amount of £10,000 any one Period of Insurance.

## EXCLUSIONS

The Policy Exclusions apply to this Section and in addition it does not insure

### 1. Damage to any Property

- a. resulting from its undergoing any heating process or process involving the application of heat
  - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but Argus will pay for such Damage caused by fire or explosion
2. consequential loss of any kind of description
  3. Damage to electrical equipment by short circuiting or overrunning not resulting in fire
  4. deeds, bonds, bills of exchange, promissory notes, securities for money, coins, stamps or other property defined as Money in Section 2
  5. the value of information contained in computer systems records, documents, manuscripts and business books other than the first £1,000
  6. the cost of research involved in tracing the information recorded in
    - a. computer systems records other than the first £25,000 of such costs

- b. documents, manuscripts and business books other than the first £12,500 of such costs
- 7. Damage due to theft or attempted theft by or in collusion with any member of the Insured's family, business staff or domestic servants
- 8. loss due to any person obtaining any property by deception
- 9. Damage by theft or attempted theft to tills or cash registers unless they have been left unlocked when the Premises are closed for Business
- 10. Damage of or to stock caused by bacteria, disease or infection or condemnation by the competent authority
- 11. a. Glass or Sanitaryware broken or Damaged before the commencement of the Period of Insurance until replaced by the Insured
  - b. in respect of neon and illuminated signs, breakage or Damage
    - i arising from adjustment, dismantling or erection of any part of the sign or whilst such sign is removed from its normal working position
    - ii of or to any part of the sign by its own ignition, electrical breakdown or burn out
    - iii of or to tubes unless the glass is fractured
- 12. any superficial scratching, chipping or cracking
- 13. window frames or other framework except as provided in Extension 10
- 14. Damage caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured but Argus will pay for such Damage not otherwise excluded which itself results from an Event.
- 15. Damage to
  - a. vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - b. Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - c. livestock, growing crops or trees

## CONDITIONS

The Policy Conditions apply to this Section and in addition

### 1. Height Condition

It is a condition precedent to liability for Damage by Events 5, 6 and 7 that the stock and any other Property Insured which is moveable in the basement or sub-basement of the Premises be kept at least 10 centimetres above floor level.

## SECTION 2 - BUSINESS INTERRUPTION

### DEFINITIONS

#### ANNUAL TURNOVER

The Turnover during the twelve (12) months immediately before the date of the Damage.



## **DAMAGE**

Destruction, damage or loss insured under Sections 1 and 7 of this Policy.

## **GROSS PROFIT**

The amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock, work in progress and stock purchases.

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

## **INDEMNITY PERIOD**

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

## **MAXIMUM INDEMNITY PERIOD**

Maximum indemnity period shown in the schedule.

## **RATE OF GROSS PROFIT**

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.

## **STANDARD TURNOVER**

The Turnover during the period corresponding with the Indemnity Period in the twelve (12) months immediately before the date of the Damage appropriately adjusted where the Indemnity Period exceeds twelve (12) months.

## **Notes:**

1. Adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.
2. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

## **TURNOVER**

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

## **COVER**

If during the Period of Insurance the Business carried on by the Insured at the Premises is interrupted or interfered with as a direct result of Damage Argus will indemnify the Insured in respect of Item 1 shown on the Schedule (Gross Profit).

1. The loss of Gross Profit due to
  - a. Reduction in Turnover and
  - b. Increase in Cost of Working and the amount payable as indemnity shall be
    - i in respect of Reduction in Turnover: the sum produced by applying the rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover
    - ii in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the rate of Gross Profit to the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.



2. The reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or other proofs, information or evidence as may be required by Argus under the terms of Policy Condition 6 and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

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

Cover under this Section includes

### **1. Denial of Access**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by any Event covered under Section 1 Trade Contents to property in the immediate vicinity of the Premises which shall prevent or hinder the use of or access to the Premises, whether the Insured's property or the Buildings at the Premises be Damaged or not.

### **2. Supply Undertakings**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by any Event covered under Section 1 Trade Contents to property at any Electricity Station or Sub-Station, Gas Works or Water Works of the Supply Undertaking from the Insured obtains electric current, gas or water.

### **3. Specified Illnesses**

Loss as a direct result of

- a. any occurrence of a Specified Illness at the Premises or attributable to food or drink supplied from the Premises
- b. any discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness
- c. any occurrence of a Specified Illness within a radius of 25 miles of the Premises
- d. any occurrence of Legionellosis at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- e. the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- f. any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority
- g. any occurrence of murder or suicide at the Premises.

### **Special Provisions**

1. 'Specified Illness' shall mean illness sustained by any person resulting from
  - a. food or drink poisoning, or
  - b. Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them
2. 'Legionellosis' shall mean illness sustained by any person resulting from any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.
3. for the purpose of this Extension 'Indemnity Period' shall mean the period during which the results of the Business shall be affected in consequence of the Damage beginning

- a. in the case of 3a, 3b, 3c and 3g above with the date of the occurrence or discovery
- b. in the case of 3d, 3e and 3f above with the date from which the restrictions on the Premises are applied.

and ending not later than 12 months thereafter.

4. The Insured in so far as it is reasonably practical shall ensure compliance with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" or any supplementary replacement or amending Code of Practice.

5. Notwithstanding Special Provision 4 the insurance by this Extension extends to include costs and expenses necessarily incurred with Argus's consent in

- a. cleaning and decontamination of Property used by the Insured for the purpose of the Business (other than stock in trade)
- b. removal and disposal of contaminated stock in trade

at or from the Premises, the use of which has been restricted on the order or advice of the competent local authority solely in consequence of the incident as defined above, provided that Argus's liability shall not exceed £5,000 in any one Period of Insurance, after the application of all other terms and conditions of this Section and of the Policy.

#### **4. Suppliers Premises**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by any Event covered under Section 1 Trade Contents to property at the premises of any of the Insured's suppliers in Gibraltar, except for Damage as described under Event 11 of Section 1 Trade Contents. Argus's liability under this Extension in respect of any one location is limited to £25,000.

#### **5. Records Removed and in Transit**

The insurance extends to include the amount of any loss ascertained in accordance with the provisions of this Section resulting from Damage

- a. in any premises within Gibraltar occupied by persons acting on the Insured's behalf and to which the insured's books of accounts or other records are temporarily removed
- b. to the Insured's books of account or other business books or records whilst in transit within Gibraltar.

#### **6. Subsidence, Ground Heave or Landslip**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by subsidence or Ground Heave of any part of the site on which the property stands, or Landslip excluding

1. Damage resulting from
  - a. the normal settlement or bedding down of new structures
  - b. the settlement or movement of made-up ground
  - c. coastal or river erosion
  - d. defective design or workmanship or the use of defective materials
  - e. fire, subterranean fire, explosion, earthquake or escape of water from any tank apparatus or pipe
2. Damage which commenced prior to the inception of this cover
- 3.. Damage occurring as a result of demolition, construction, structural alteration or repair of any property or groundworks or excavation, at the same Premises



4. the first £1,000 of each and every loss at each separate Premises.

#### **Special Conditions**

Insofar as this insurance relates to Subsidence, Ground Heave or Landslip this Policy shall be avoided if the risk is increased by reason of demolition, groundworks excavation or construction being carried out on the same or any adjoining site.

Condition 3. Material Damage shall not apply to this Extension.

#### **EXCLUSIONS**

The Policy Exclusions apply to this Section and in addition it does not insure

1. deliberate falsification of business records
2. the deliberate act of the Electricity Authority in restricting or withholding electricity supply
3. wear and tear and gradual deterioration, vermin, rust, damp or mildew
4. the connivance of any employee.

#### **CONDITIONS**

The Policy Conditions Except 13 and 14 apply to this Section and in addition

##### **1. Alteration**

This Section shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by Argus or on their behalf.

##### **2. First Financial Year**

In the event of the loss occurring before the end of the first financial year of the Business the results of the Business to the date of the Damage shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this Section.

##### **3. Material Damage**

It is a condition precedent to any liability under this Section (other than in respect of the prevention or hindrance of the use of the Premises) that there shall be in force an insurance covering the Insured's interest in the property in the property at the Premises against such Damage and payment shall have been made or liability admitted therefor under such insurance.

##### **4. Keeping Records**

The Insured shall at the end of each month record the total amount outstanding in customer's accounts at the time, and a copy of such records shall be kept at a place other than the Premises.

##### **5. Average**

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

The amount of the Annual Turnover will be proportionately increased in accordance with the Maximum Indemnity Period.

## **SECTION 3 - LIABILITIES**

### **DEFINITIONS**

#### **ASBESTOS**

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



## **BUSINESS**

The business specified in the Schedule conducted solely from Gibraltar which includes

- a. the ownership, maintenance and repair of Premises used for the business
- b. the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
- c. the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured.

## **EMPLOYEE**

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

## **GEOGRAPHICAL LIMITS**

- a. Gibraltar
- b. any other member country of the European Union
- c. elsewhere in the world in respect of Injury or Damage caused by or arising from
  - i non-manual activities of any person normally resident within the territories specified in Geographical Limits part a. and occurring during any journey or temporary visit
  - ii Products.

## **INJURY**

- a. bodily injury, death, disease, illness, mental injury or nervous shock
- b. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person other than an Employee.

## **OFFSHORE INSTALLATIONS**

- a. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c. any pipe or system of pipes in the sea or tidal waters
- d. any installation which is intended to provide accommodation for persons who work on or from the location specified in a, b or c.

## **POLLUTION OR CONTAMINATION**

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

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

## **PRODUCTS**

Any goods or other property sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured and not in the Insured's charge or control.

## **COVER**

### **Event 1 - Employers Liability**

Argus will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Geographical Limits during the continuance of this Section provided that any action for compensation in respect of such Injury is brought in a Court of Law within a Member country of the European Union.

### **Event 2 - Public and Product Liability**

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

- a. Injury to any person except as provided under Event 1
- b. loss of or Damage to material property
- c. nuisance, trespass or interference with any easement or right of way, light, air or water resulting in financial loss

occurring within the Geographical Limits during the period of Insurance in connection with the Business.

### **Costs and Expenses**

Argus will pay costs and expenses incurred by it or with its written consent

- a. in connection with the defence of any claim
- b. for representation of the Insured
  - i at any Coroner's Inquest or Fatal Accident Inquiry in respect of death
  - ii at proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in Injury or Damage

which may be the subject of indemnity under this Section.

## **LIMITS OF INDEMNITY**

- a. Under Event 1 Argus's liability for all compensation costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the limit stated in the Schedule.
- b. Under Event 2 Argus's liability for all compensation and claimants costs and expenses payable in respect of
  - i any one claim or series of claims arising out of one occurrence
  - ii all claims arising out of Injury and Damage occurring during any one Period of Insurance and caused by or arising from Products
  - iii all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the limit stated in the Schedule.



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

### **1. Personal and Guests' Effects**

Exclusion 2 of this Section shall not apply to personal effects or vehicles belonging to any partner, director, Employee or guest of or visitor to the Insured.

Provided that

- a. notice disclaiming liability in respect of Damage to vehicles is prominently displayed in any car park for which the Insured are responsible
- b. Argus's liability in respect of the personal effects or vehicles of said guests or visitors shall not exceed
  - i £5,000 in respect of any one guest or visitor
  - ii £25,000 in all in respect of any one Period of Insurance.

### **2. Leased, Rented or Hired Premises**

Exclusion 2 of this Section shall not apply to premises (including their fixtures and fittings) leased, rented or hired to the Insured.

This Extension shall not apply to

- a. liability attaching to the Insured under the terms of any tenancy or other agreement
- b. liability arising out of the presence of Asbestos

### **3. Indemnity to Other Parties**

If the Insured so requests, Argus will also indemnify the following parties

- a. any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid or fire services against liability incurred in such capacity
- b. any of the Insured's partners, directors or Employees against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each such party was individually named as the Insured in this Section

- c. any principal for whom the Insured is carrying out any work under any contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

1. each such party shall observe, fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply
2. Argus's liability to the Insured and all parties indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity shown in the Schedule.

### **4. Health and Safety**

Argus will indemnify the Insured (and if they so request any of their partners, directors or Employee) subject to the terms of this Section in respect of

- a. costs and expenses incurred with Argus's written consent

- b. costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety Work Legislation alleged to have been committed during the Policy of Insurance in connection with the Business

Provided that

- a. Argus shall have the absolute conduct and control of all the said proceedings and appeals
- b. Argus will not pay for
  - i. fines or penalties of any kind
  - ii. proceedings or appeals in respect of any deliberate or intentional criminal act or omission
  - iii. costs or expenses insured by any other policy.

#### **5. Contingent Motor Liability**

Section Exclusion 4 a i shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured

- a. this Extension shall not apply to such liability
  - i. in respect of Damage to the said vehicle
  - ii. arising out of any such use in any country outside the European Union
  - iii. incurred by any party other than the Insured and Extensions 3 shall not apply.

#### **6. Joint Insured - Cross Liabilities**

If more than one party is named as the insured in the Schedule, this Section shall apply as though each was insured separately, provided that Argus's liabilities to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

#### **7. Unsatisfied Court Judgements**

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

- a. is obtained by such Employee in any Court situate in the territories specified in Geographical Limits Definition part a against any person or corporate body domiciled or operating from premises within such territories and
- b. remains wholly or partly unsatisfied six (6) months after the date of such judgement.

Argus will if the Insured requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied

Provided that

- a. there is no appeal outstanding
- b. the Employee shall have assigned the judgement to Argus

#### **8. Consumer Protection - Legal Defence Costs**

Argus will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with Argus's written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under Part 2 of the Consumer Protection Legislation alleged to have been committed during the Period of Insurance in connection with the Business



Provided that

1. Argus shall have the absolute conduct and control of all the said proceedings and appeals
2. Argus will not pay for
  - a. fines or penalties of any Kind
  - b. proceedings or appeals in respect of any deliberate act or omission
  - c. costs and expenses insured by any other policy
3. Argus's liability under this extension for all costs and expenses payable in respect of all offences alleged to have been committed during any one Period of Insurance shall not exceed £25,000

#### **9. Court Attendance Compensation**

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

any director or partner	<b>£500</b>
any Employee	<b>£250</b>

#### **10. Corporate Manslaughter and Corporate Homicide Legislation - Legal Defence Costs**

Argus will indemnify the Insured in respect of

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

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Legislation or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury

- i in respect of Event 1 - Employers Liability sustained and caused
- ii in respect of Event 2 - Public and Products Liability occurring

during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section

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

Argus will not pay for

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





## EXCLUSIONS

**In respect of Event 1** - Employers Liability, Policy Exclusion 3 of this Policy and the following Exclusions 10 and 11 apply to this Section.

**In respect of Event 2** - Public and Products Liability, Policy Exclusions 2, 3 and 9 of this Policy and the following Exclusions 1 to 10 apply to this Section.

This Section does not cover

1. any liability in respect of
  - a. fines, penalties or liquidated damages
  - b. aggravated, punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.
2. liability in respect of Damage to any property belonging to or in the charge or the control of the Insured.
3. liability in respect of
  - a. Damage to any goods or other property sold, supplied, delivered, installed or erected by the Insured
  - b. all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
    - i any such goods or property
    - ii any defective work executed by or on behalf of the Insured

Provided that Exclusions 3a and 3bi shall not apply to liability in respect of Damage to said goods or other property if such Damage is caused by or arises from

1. any alteration, repair or servicing work executed
2. any other goods or property sold, supplied, delivered, installed or erected

by the Insured under a separate contract.

4. any liability arising out of the ownership, possession or use by the Insured or on their behalf of
  - a. any mechanically propelled vehicle or trailer attached thereto
    - i whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation, excepting liability arising out of the operation as a tool of any mechanical plant
    - ii if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security
  - b. any craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).
5. liability arising out of
  - a. any error or omission in any advice, examination, prescription or treatment given by the Insured or anything used or supplied in connection therewith
  - b. any goods dispensed, made up or manufactured by the Insured.
6. in respect of Injury or Damage caused by or arising from Products
  - a. any liability which attaches to the Insured solely under the terms of an agreement other than



- i under any warranty of goods implied by law
  - ii under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road, rail or waterway
7. liability in respect of Damage caused by or arising from Products exported by the Insured or with the Insured's Knowledge to the United States of America or Canada.
8. any liability in respect of
- a. Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
  - b. any Product installed or incorporated occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
9. liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or would have been payable under such other policy or would have been payable under such other policy had this insurance not been effected.
10. liability in respect of Injury to any Employee who is working on, visiting or travelling to or from Offshore Installations.
11. liability in respect of Injury to any Employee arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

## SECTION 4 - MONEY & PERSONAL ASSAULT

### DEFINITION

#### ACCIDENT

Bodily injury caused by violent external and visible means.

#### BUSINESS HOURS

The period during which the Insured or their partners, directors or employees are at the Premises for the purpose of the Business.

#### INSURED PERSON

The Insured and any of their partners, directors or employees aged between 16 and 70 years.

#### LOSS OF LIMB

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month.

#### LOSS OF SIGHT

Total loss of sight of an eye which has lasted three months of the Insured Person's lifetime and is at the end of that period beyond hope of improvement.

#### MONEY

Cash, bank and currency notes, cheques, postal and money orders, luncheon vouchers, current postage stamps, trading stamps, holiday with pay stamps, national insurance stamps, national savings stamps, national savings certificates, bankers drafts, credit sales vouchers or receipts, VAT purchase invoices, gift tokens and consumer redemption vouchers belonging to the Insured or for which they are responsible.



### PERMANENT TOTAL DISABLEMENT

A disablement which permanently, completely and continuously prevents the Insured Person from attending to his usual occupation or any other occupation for which he is fitted by knowledge and training and which having lasted 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.

### TEMPORARY TOTAL DISABLEMENT

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

### TEMPORARY PARTIAL DISABLEMENT

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

## COVER

A. Argus will indemnify the Insured in respect of the Limits of Indemnity stated in the Schedule against Damage to Money occurring during the Period of Insurance held in connection with the Business by any cause not excluded hereafter nor by the Policy Exclusions or Conditions of this Policy.

### Limits of Indemnity

The liability of the Insurer in respect of any one loss (except as provided by Extensions 1 & 2) shall not exceed

- |  |                        |
|--|------------------------|
| 1. In transit (including in bank night safe until removed by a Bank official )   | the Limit of Liability |
| 2. On the premises during business hours )   | stated in the Schedule |
| 3. Out of business hours in locked safe or strongroom )  |                        |
| 4. Out of business hours on the premises not in a locked safe or strongroom  | <b>£250</b>            |
| 5. Out of business hours in the private dwelling of a director or partner or other authorised employee                 | <b>£250</b>            |
| 6. Crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts and credit card sales vouchers | <b>£250,000</b>        |
| 7. In locked amusement or vending machines   | <b>£250</b>            |

B. Argus will indemnify the Insured against Damage to any safe at the Premises or the Insured's private dwelling or that of any of the Insured's partners, directors or employees as a direct result of theft or attempted theft of Money.

C. Argus will pay the sum or sums set out in the Scale of Compensation if any Insured Person acting in connection with the Business shall

1. sustain an Accident as a direct result of theft or attempted theft.
2. suffer emotional stress necessitating professional counselling.

### Scale of Compensation

Item	Amount
1. If any Insured Person shall sustain an Accident resulting directly and Independently of any other cause within 12 months in	



a. death	<b>£25,000</b>
b. loss of one or more limbs and/or sight of one or both eyes	<b>£25,000</b>
c. Permanent Total Disablement	<b>£25,000</b>
d. Temporary Total Disablement	<b>£50*</b>
e. Temporary Partial Disablement	<b>£25*</b>

\* per week during such disablement

2. Cost of cleaning, repairing or replacing lost or Damaged clothing or personal effects of the Insured Person up to	<b>£250</b>
3. The cost of professional counselling not exceeding	
a. an hourly cost of	<b>£30</b>
b. an amount per person of	<b>£1,000</b>
c. an amount in aggregate of	<b>£5,000</b>

## LIMITATIONS

In respect of each Insured Person

1. compensation shall not be paid under more than one of the Items 1a., 1b. or 1c. of the Scale of Compensation for the consequences of the same Accident
2. weekly compensation under Item 1d. and/or 1e. of the Scale of Compensation will not be paid for more than 104 weeks in all in respect of one or more Accidents. Weekly compensation will be paid when the total amount to be paid has been agreed of, if the Insured requests, at the end of each period of 4 consecutive weeks disablement
3. compensation shall not be paid unless as soon as possible after an Accident the injured person is placed under the care of a qualified medical practitioner whose advice shall be followed. A post-mortem examination shall be carried out if required by and at Argus's own expense
4. compensation shall not be paid under Items 3a., 3b. and 3c. of the Scale of Compensation unless such counselling is recommended by a qualified medical practitioner and agreed to by Argus before costs are incurred.

## EXCLUSIONS

The Policy Exclusions apply to this Section and in addition it does not insure

1. any loss due to lack of integrity of any of the Insured's employees not discovered within fifteen (15) working days of the occurrence
2. any loss covered by or which but for the existence of this Section would be covered by any Policy of Fidelity Guarantee and this Section shall not contribute to such loss except in excess of any amount insured thereunder
3. any loss from any unattended vehicle
4. the first £100 of each and every loss.



## CONDITIONS

The Policy Conditions except 13 and 14 apply to this Section and in addition

### 1. Records Condition

The Insured shall keep a proper written record of all Property Insured hereunder and shall allow Argus at all reasonable times inspect such records. A proper record shall also be kept of all Money in safe in some place other than in the said safe.

### 2. Keys Condition

It is a condition precedent to liability under Limit of Indemnity 2e. that whenever

- a. the Premises is closed for business the key or keys of any safe shall be removed from the Premises or to that part of the Premises where the person responsible for their safety normally resides
- b. the Insured's private dwelling or that of any of the Insured's partners, directors or employees is left unattended, the key or keys of any safe shall be removed from the premises.

### 3. Accompaniment Condition

It is a condition precedent to any liability under Limit of Indemnity 2a. of Cover A that Negotiable Money in Transit other than by a security organisation or by registered post will be accompanied by:

- a. two able-bodied adults when in excess of £3,000
- b. three able-bodied adults when in excess of £6,000.

## SECTION 5 - GOODS IN TRANSIT

### DEFINITIONS

#### PROPERTY INSURED

Goods appertaining to the Business whilst in transit including loading and unloading anywhere in Gibraltar by any of the Insured's own vehicles.

#### SUM INSURED

Argus's liability under this Section in respect of any one vehicle is limited to the Sum Insured shown in the Schedule.

### COVER

Argus will indemnify the Insured against Damage occurring during the Period of Insurance by any cause not excluded hereafter nor by the Policy Exclusions or Policy Conditions to the Property Insured.

### EXCLUSIONS

The Policy Exclusions apply to this Section and in addition it does not insure

1. any Damage due to
  - a. depreciation or deterioration unless caused by accident to the conveying vehicle
  - b. delay or loss of market
  - c. default in packing or addressing of any parcel or package
2. any consequential loss of any kind or description



3. any theft of the Property Insured from any vehicle left unattended, unless such vehicle has all points of access closed and secured by all the locks and other protections and has all the keys removed from the vehicle
4. glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books plans or designs.

## CONDITIONS

The Policy Conditions except 3 and 14 apply to this Section and in addition

### 1. Safeguarding of Property

The Insured shall take all reasonable measures to safeguard the Property Insured from Damage and to maintain vehicles in an efficient and roadworthy condition.

### 2. Employees

The Insured shall take all reasonable care in the selection of honest and competent employees.

### 3. Additional Theft Protection

If any additional protections to any vehicle are reasonably required by Argus following Damage due to theft the Insured shall comply within a reasonable period specified by Argus.

## SECTION 6 - FOOD SPOILAGE

### DEFINITIONS

#### PROPERTY INSURED

Goods in any cold chamber situate at the Premises.

#### SUM INSURED

Argus's liability under this Section is limited to the Sum Insured shown in the Schedule.

### COVER

Argus will indemnify the Insured against Damage occurring during the Period of Insurance to the Property Insured by deterioration or putrefaction solely and directly due to

- a. a rise or fall in temperature as a result of
  - i damage to or a fault in the refrigeration machinery
  - ii failure of the public supply of electricity at the terminal ends of the Electricity Authority's services feeders at the Premises
  - iii accidental failure of the electrical installation connecting the refrigeration machinery to the Electricity Authority's service feeders
- b. the action of the refrigerant or refrigerant fumes which have escaped from the refrigeration machinery.

### EXCLUSIONS

The Policy Exclusions apply to this Section and in addition it does not insure

1. any Damage
  - a. due to any of the Events described in Section 1. Contents
  - b. under a.ii. of Cover due to



- i drought
  - ii a deliberate act of the Electricity Authority not performed for the sole purpose of safeguarding life or protecting any party of the Electricity Authority's system
  - c. due to any wilful act or neglect by the Insured
  - d. due to faulty packing or stowage, inherent defect or any form of normal trade loss
2. the first £50 of each claim.

## CONDITIONS

The Policy Conditions except 13 and 14 apply to this Section and in addition

### 1. Maintenance Contract

In respect of any cold chamber which is over ten years old it is a condition precedent to liability for loss or Damage under this Section that a contract is in force providing for competent specialists to attend regularly to maintain and adjust the refrigeration machinery.

## SECTION 7 - BUSINESS MACHINERY AND ELECTRONIC EQUIPMENT

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

### DEFINITIONS

#### DAMAGE/DAMAGED

Accidental loss or destruction of or damage

#### PROPERTY/PROPERTY INSURED

Trade machinery and electronic equipment including pumps, tills, freezers, typewriters, videos, television, ancillary and similar equipment.

#### SUM INSURED

Argus's liability under each item of this Section is limited to the respective Sums Insured shown in the Schedule.

### COVER

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

### BASIS OF SETTLEMENT

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



## AUTOMATIC REINSTATEMENT

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

## BASIS OF SETTLEMENT ADJUSTMENTS

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

### 1. Average (Underinsurance)

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

### 2. Contribution and Average

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

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

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

## EXCLUSIONS

The Insurer will not pay for

1. Damage caused by or arising from
  - a. wear and tear, inherent defect
  - b. rot, mildew, rust, corrosion, frost, pollution or contamination
  - c. bruising, scratching, chipping, denting, oxidisation or discolouration
  - d. insects, woodworm, vermin
  - e. dyeing, cleaning, repair, renovation
  - f. electronic, electrical or mechanical breakdown, failure or derangement
  - g. faulty manipulation, design, plan, specification or materials
  - h. gradual deterioration, market depreciation
  - i. consequential loss or Damage of any kind or description
  - j. gaming machinery and juke boxes
2. Damage to Property Insured caused by its undergoing any process involving the application of heat
3. Damage to the Property Insured as a result of being deceived into knowingly parting with Property
4. the Excess





## CONDITIONS

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

### 1. Additional Claims Conditions

The Insurer will not pay for any claim for Damage which is not notified to Insurer within thirty (30) days of the occurrence of such Damage

### 2. Reinstatement

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

## SECTION 8 - BUILDINGS

### DEFINITIONS

#### PROPERTY INSURED

The buildings built of brick, stone or concrete and roofed with slate, tile, metal, concrete, asbestos cement sheeting of felt on timber with not more than 10% of the buildings built of combustible materials at the Premises shown in the Schedule including walls, gates and fences.

#### SUM INSURED

- a. Argus's liability under this Section is limited to the Sums Insured shown in the Schedule.
- b. Index Linking

Index Linking shall be calculated in the following manner.

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

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

### COVER

Argus will indemnify the insured in respect of

- a. Damage to the Property Insured caused by any of the Events shown occurring during the Period of Insurance.

Provided Damaged Property is repaired or replaced, the amount payable, other than in respect of stock and materials in trade and goods in trust, shall be the cost of repair or replacement, no deduction being made for wear and tear or depreciation except in respect of articles of wearing apparel, towels, linen and similar items which are regularly laundered, subject to the terms of this Section and the Policy Exclusions and Policy Conditions.

- b. Breakage or Damage occurring during the Period of Insurance of or to Glass or Sanitaryware in the Buildings and outbuildings situate at the Premises.

Provided Property Insured is repaired or replaced, the amount payable in the event of breakage or Damage shall be the cost of repair or replacement of the property without deduction for wear or tear but excluding the first £250 of each claim, subject to the terms of this Section and the Policy Exclusions and Policy Conditions,

The most Argus will pay for any one claim is the Total Sum Insured or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage



## EVENTS

- 1. Fire, Lightning, Explosion, Earthquake, Subterranean Fire** excluding Damage
  - a. caused by or consisting of the bursting of steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only
  - b. in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to the insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service
  - c. caused by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
- 2. Aircraft and other aerial devices or articles dropped from them.**
- 3. Impact by**
  - a. any vehicle or animal excluding the first £250 of each claim in respect of each separate Premises when the vehicle or animal is under the Insured's control or the control of their employees
  - b. falling trees or branches other than if caused by felling or lopping by the Insured or on their behalf.
- 4. Riot, Civil Commotion, Strikers, Locked Out Workers or Persons taking part in Labour Disturbances or Malicious Persons** excluding
  - a. Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - b. the first £250 of each claim in respect of Damage at each separate Premises (other than by fire or explosion) directly caused by malicious persons not acting on behalf of nor in connection with any political organisation
  - c. Damage in respect of any Building which is Unoccupied
  - d. Damage by theft or attempted theft
- 5. Storm, Tempest or Flood** excluding
  - a. the first £250 of each claim in respect of each separate Premises
  - b. Damage by frost, subsidence, ground heave or landslip
  - c. Damage to fences and gates and moveable property in the open
  - d. Damage in respect of any Building which is Unoccupied
- 6. Bursting or Overflowing of Water Tanks, Apparatus or Pipes** excluding
  - a. the first £250 of each claim in respect of each separate Premises
  - b. Damage in respect of any Building which is Unoccupied.
- 7. Bursting, Leaking, Discharging or Overflowing of Fixed Oil Tanks, Apparatus or Pipes** excluding
  - a. defective vaporization, smoke and smudge
  - b. Damage in respect of any Building which is Unoccupied



**8. Breakage or Collapse of Television and Radio Receiving Aerials, Aerial Fittings and Mast**

**9. Theft or Attempted Theft following upon or followed by forcible and violent entry to or exit from the Premises** excluding

- a. the first £250 of each claim in respect of each separate Premises
- b. Damage in respect of any Building which is Unoccupied

**10. Hold-Up by Violence and/or Threats of Violence to the Insured or their employees**

**11. Accidental Damage (if specified in the Schedule) by any cause (other than those included, excluded or provided for elsewhere in this Section or by the Policy Exclusions or Conditions)** excluding in respect of this Event only

- a. the first £250 of each claim in respect of each separate Premises
- b. property not within the Premises
- c. Damage whilst the Premises are lent, let or sub-let in whole or in part
- d. Damage caused by or arising from
  - i theft or attempted theft unless following upon or followed by forcible and violent entry to or exit from the Premises
  - ii error or omission or shortages revealed at stocktaking
  - iii frost, landslip, subsidence, ground heave or settlement
  - iv wear and tear, inherent defect
  - v rot, mildew, rust, corrosion
  - vi insects, woodworm, vermin
  - vii dyeing, cleaning, repair, renovation, marring or scratching
  - viii electronic, electrical or mechanical breakdown, failure or derangement
  - ix faulty manipulation, design, plan, specification or materials
  - x gradual deterioration, market depreciation
  - xi overwinding and internal damage to clocks
  - xii changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish
- e. Damage in respect of any Building which is Unoccupied

**12. Subsidence, Ground Heave or Landslip of any part of the site on which the Property stands** excluding

- a. Damage in respect of any Buildings, paths, drives and other surfaced areas, walls, gates and fences
- b. Damage resulting from
  - i the normal settlement or bedding down of new structures
  - ii the settlement or movement of made up ground

- iii coastal or river erosion
  - iv defective design or workmanship or the use of defective materials
  - v fire, subterranean fire, explosion, earthquake or escape of water from any tank apparatus or pipe
- c. Damage which commenced prior to the inception of this cover
- d. Damage occurring as a result of demolition, construction, structural alteration or repair of any property or groundworks or excavation, at the same premises
- e. the first £1,000 of each and every loss at each separate Premises as ascertained after the application of any condition of Average

## 1. Reinstatement (Day One Basis)

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

For this purpose "reinstatement" means

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

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

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

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

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

## Reinstatement (Day One Basis) Special Conditions

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

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

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

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

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

## **2. Average (Underinsurance)**

The Sums Insured by

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

## **3. Contribution and Average**

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

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

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

## **4. Public Authorities**

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

1. the cost incurred in complying with such regulations, byelaws or stipulations
  - a. in respect of Damage occurring prior to the granting of this cover
  - b. in respect of Damage not insured by this Section
  - c. under which notice has been served upon the Insured before the date of the Damage



- d. in respect of undamaged Property or undamaged portions of Property, other than foundations (unless specifically excluded) of that portion of the Property Damaged
2. the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such regulations, bye-laws or stipulations not arisen
3. the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

#### **Public Authorities Special Conditions**

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

#### **5. Services**

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

#### **6. Alterations and Additions**

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

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

#### **7. Professional Fees**

Sums insured and/or Declared Values for Buildings and Contents include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the Schedule.

Cover applies only to those fees necessarily and reasonably incurred in consequence of Damage, in the reinstatement or repair of Property Insured.

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

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

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

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

The Insurer will not pay for any costs or expenses

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

#### **9. Temporary Removal**

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

The Insurer will not pay for

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

#### **10. Temporary Removal - Documents**

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

The Insurer will not pay for

- a. such items more specifically insured
- b. more than 10% of the figure stated within the definition of contents for computer systems records
- c. more than 10% of the total value of such items.

#### **11. Contract Price**

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

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

#### **12. Customers' Goods**

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

#### **13. Rent**

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

#### **14. Dismantling and Re-erection Costs**

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

## **EXTENSIONS**

Cover under this Section includes

#### **1. Underground Services**

The cost of repairing accidental damage to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.



## **2. Rent**

Rent which ceases to be paid to or be payable by the Insured following Damage to the Property Insured by this Section excluding any amount exceeding 10% of the Sum Insured shown in the Schedule.

## **3. Architects, Surveyors and Other Fees**

Architects, surveyors, consulting engineers and legal fees necessarily and reasonably incurred in connection with the repair or replacement of the damage parts of the Property Insured excluding fees for preparing any claim.

## **4. Removal of Debris**

The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with Argus's consent excluding

- a. costs incurred in connection with or on any other property
- b. costs arising from pollution or contamination of property not insured by this Section.

## **5. Statutory or Local Authority Costs**

Any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirement or local authority bye-law excluding any cost arising from a notice served upon the Insured prior to the date of the Damage.

## **6. Benefit for the Contracting Purchaser**

When the Insured contacts to sell their interest in the Property Insured the contracting purchaser who completes the purchase and his mortgagees shall have the benefit of the insurance by this Section. The benefits shall be up to the date of completion during the currency of this Section and provided the Property Insured is not otherwise insured. The benefit shall also be without prejudice to the rights and liabilities of the Insured or Argus.

## **7. Alterations and additions**

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

- a. alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) Buildings
- b. any newly acquired or newly erected Buildings

within Gibraltar, for no more than 15% of the Sum Insured for each item covered, or £200,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alteration and additions to Argus within ninety (90) days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

## **EXCLUSIONS**

The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover

1. the first £250 of every claim
2. Damage to
  - a. moveable property in the open or gates or fences by wind, rain, hail, sleet, snow, flood or dust
  - b. land, roads or pavements
  - c. sculptures and other works of art
  - d. decorated and lettered glass, shop and showroom windows of plate, float or armoured glass, external fixed and hanging signs



3. damage caused by or arising from
    - a. frost, landslip, coastal erosion, subsidence, ground heave, settlement, wear and tear
    - b. rot, mildew, rust, corrosion
    - c. insects, woodworm, vermin
    - d. dyeing, cleaning, repair, renovation
    - e. faulty manipulation, design, plan, specification or materials
    - f. gradual deterioration, market depreciation
    - g. cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers
    - h. consequential loss of any kind except for Extension 2. Rent
    - i. bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Property Insured is empty or disused.
    - j. Damage caused by or consisting of acts of fraud or dishonesty by any partner or employee of the Insured but Argus will pay for such Damage not otherwise excluded which itself results from an Event
  4. Damage to any Property
    - a. caused by fire, resulting from its undergoing any heating process or process involving the application of heat
    - b. resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but Argus will pay for such Damage caused by fire or explosion
  5. Damage to
    - a. vehicles licensed for road use (including accessories on them), caravans, trailers locomotives, rolling stock, watercraft or aircraft
    - b. Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
    - c. land, pier, jetties, bridges, culverts or excavations
    - d. livestock, growing crops or trees
- but Argus will pay for such property specifically described in the Schedule
6. Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

## CONDITIONS

The Policy Conditions of this Policy apply to this Section and in addition

### 1. Felt Roof

If any Building has a felt roof where the mineral felt surface has not been replaced for ten years, then it is a condition precedent to Argus's liability for Damage that the felt roof is inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection shall be kept and produced if requested by Argus.



## SECTION 9 - INFIDELITY OF EMPLOYEES

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

### DEFINITIONS

#### ACTING IN COLLUSION

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

#### DATE OF ACCEPTANCE

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

#### EMPLOYEE

Any person

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

#### ONE CLAIM

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

#### TERRITORIAL LIMITS

Gibraltar

#### THEFT

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

### COVER

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

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



## LIMIT OF INDEMNITY

The Liability of the Insurer under this Section

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

## EXTENSIONS

### 1. Auditors Fees and rewriting of System Records

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

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

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

### 2. Previous Insurance

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

Provided that

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

whichever is the less

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

## EXCLUSIONS

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

1. loss of interest or consequential loss of any kind



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

## CONDITIONS

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

### 1. Cessation of Cover

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

### 2. Claims (Action by the Insured)

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

Insured shall

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

### 3. Non Contribution

If

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

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

### 4. Employee's Money

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

## 5. Recoveries of further monies

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

- a. in the event that the Insured's claim has exceeded the Limit of Indemnity firstly to the benefit of the Insured to reduce or extinguish the amount of the Insured's loss (but not in respect of the amount of the Excess)
- b. thereafter to the benefit of the Insurer to the extent of the claim paid or payable
- c. finally to the benefit of the Insured where Excess had been deducted from the claim

## 6. Minimum Standards of Control

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

- a. All Employees must be instructed as to their duties and responsibilities in respect of the Minimum Standards of Control and Compliance enforced
- b. Money
  - i. Cash receipts - Employees are required to pay in daily all cash and cheques received in the course of the Business. Money received must be paid over to the employer or banked
  - ii. Cash and Petty Cash - cash in hand and petty cash must be checked independently of Employees responsible at least monthly and additionally without warning every six (6) months
  - iii. Reconciliation - bank statements, stamped bank paying in slips, receipts, counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques. This must be done independently of the Employee
    1. making the cash book entries
    2. signing cheques
    3. paying into the bank
  - iv. "Cheques" signing - all cheques or other bank instruments drawn for more than £10,000 must be manually signed by two (2) authorised persons after the amount has been inserted and the Insured must have advised their bankers accordingly
  - v. No cheque or instrument must be signed until one signatory has validated the requisition, examined the supporting documentation and ensured the payee is a genuine client or creditor
  - vi. wages - wages and salary sheets must be checked independently of the Employees responsible for their preparation to ensure that the amounts are correct and that no fictitious names have been included
- c. Stock

Stocktaking - there must be a physical check on all stock and materials held against verified stock records independently of Employees responsible at intervals of not more than twelve (12) months

- d. Computer Security
  - i. All computer operations and security precautions must have been vetted by professional auditors and any recommendations made fully complied with
  - ii. All Employees with access to wage accounts or stock control functions must have a secure individual password to access the system which must be changed at least every six (6) months

iii All computer media (disc tapes etc) in respect of wages, accounts or stock control must be securely stored in locked cabinets when not in use by authorised Employees

e. Auditors

The accounts of the Insured, including all subsidiary companies, must be examined by external auditors every twelve (12) months. All recommendations or alternative acceptable to the auditors must be implemented without delay

f. References

The Insured must obtain satisfactory references to confirm the honesty of each employee who will be responsible for Money, goods, accounts, computer operations or computer programming

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

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

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

## 9. Termination of Service

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

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

## SECTION 9 - LOSS OF BOOK DEBTS

### DEFINITIONS

#### OUTSTANDING DEBIT BALANCES

The total outstanding debit balances last recorded by the Insured under the provisions of Condition 4 adjusted for

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

so that the figures adjusted shall represent as nearly as reasonably practicable those which would have obtained at the date of the loss or Damage had the Damage not occurred.

#### Note

Adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

For Outstanding Debit Balances, Argus will indemnify the Insured up to the Sum Insured shown in the Schedule in respect of Damage by any cause covered by Section 1. Contents to the Insured's books of account or other business books or records at the Premises shown in the Complete Office Schedule which results in the Insured being unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured.

## **Outstanding Debit Balances**

This insurance is limited to

1. the difference between
  - a. the Outstanding Debit Balances and
  - b. the total of the amount received or traced in respect of such balances
2. the additional expenditure incurred with Argus's prior consent in tracing and establishing customers' debit balances after the Damage
3. the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details of any other proofs, information or evidence as may be required by Argus under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that Argus's liability during any one Period of Insurance shall not exceed the Sum Insured shown in the Schedule

## **EXCLUSIONS**

The Policy Exclusions of this Policy apply to this Section and in addition it does not cover

1. deliberate falsification of business records
2. mislaying or misfiling of tapes
3. the deliberate act of the Electricity Authority in restricting or withholding electricity supply
4. wear and tear and gradual deterioration, vermin, rust, damp or mildew
5. the connivance of any employee.

## **CONDITIONS**

The Policy Conditions of this Policy except 13 and 14 apply to this Section and in addition

### **1. Alteration**

This Section shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or the Insured's interest ceases otherwise than by death at any time after the commencement of this insurance unless its continuance be accepted in writing by Argus.

### **2. Computer System and Other Records**

It is a condition precedent to liability that the Insured shall

- a. back up computer system records daily
- b. keep duplicates of computer system records
- c. store records either in a fireproof cabinet or safe, or alternatively at other premises
- d. at the end of each month, record the total amount in their customers' account at that time.



## SECTION 11 - ALL RISK

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

### DEFINITIONS

**DAMAGE/DAMAGED**

Accidental loss or destruction of or damage

**PROPERTY/PROPERTY INSURED**

Property described in the Schedule

**TERRITORIAL LIMITS**

World Wide

**VEHICLE**

Any vehicle owned or operated by the Insured

### COVER

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

### BASIS OF SETTLEMENT

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

### AUTOMATIC REINSTATEMENT

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

### BASIS OF SETTLEMENT ADJUSTMENTS

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

**1. Average (Underinsurance)**

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

**2. Contribution and Average**

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

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

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





## EXCLUSIONS

The Insurer will not pay for

1. Damage caused by or arising from
  - a. wear and tear, inherent defect
  - b. rot, mildew, rust, corrosion, frost, pollution or contamination
  - c. bruising, scratching, chipping, denting, oxidisation or discolouration
  - d. insects, woodworm, vermin
  - e. dyeing, cleaning, repair, renovation
  - f. electronic, electrical or mechanical breakdown, failure or derangement
  - g. faulty manipulation, design, plan, specification or materials
  - h. gradual deterioration, market depreciation
  - i. consequential loss or Damage of any kind or description
2. Damage to Property Insured caused by its undergoing any process involving the application of heat
3. Damage to the Property Insured as a result of being deceived into knowingly parting with Property
4. Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such Vehicle is protected as described under the terms of Section Condition 1 of this Section
5. the Excess

## CONDITIONS

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

### 1. Vehicle Protections

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

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

### 2. Additional Claims Conditions

The Insurer will not pay for any claim for Damage which is not notified to Insurer within thirty (30) days of the occurrence of such Damage



### 3. Reinstatement

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

## SECTION 12 - PERSONAL ACCIDENT

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

### DEFINITIONS

#### ACCIDENTAL BODILY INJURY/INJURIES

Bodily injury caused by

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

#### LOSS OF HEARING

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

#### LOSS OF LIMB

Total and permanent loss

- a. by physical separation or
- b. of use

of a hand, at or above the wrist or a foot at or above the ankle.

#### LOSS OF SIGHT

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

1. in both eyes if the member's name has been added to the Register of Blind persons on the authority of a fully qualified ophthalmic specialist

or

2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale which has lasted three (3) consecutive months of the Member's lifetime and is at the end of that period in the opinion of an independent optician (acceptable to the Insurer) beyond hope of improvement.

#### OPERATIVE TIME OF COVER

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

#### AIRCRAFT ACCUMULATION LIMIT

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

#### ANNUAL SALARY

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

**ASSOCIATED ILLNESS**

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

**BENEFIT**

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

**BUSINESS OF THE INSURED**

The Business of the Insured as shown in the Schedule.

**CAPITAL SUM BENEFIT**

A Benefit that is not payable at a weekly rate.

**CONTAMINATION**

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

**DEATH**

Death caused by Accidental Bodily Injury.

**EMPLOYEE**

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

**EVENT ACCUMULATION LIMIT**

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

**EXCESS PERIOD**

The first period of Temporary Total Disablement or Temporary Partial Disablement for which on Benefit is payable as shown in the Schedule.

**ILLNESS**

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

**INSURED PERSON**

Those persons specified in the Schedule as being Insured Persons.

**LOSS**

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

**LOSS OF INTERNAL ORGAN**

Total and Permanent:

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

**LOSS OF SPEECH**

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

**MAXIMUM BENEFIT**

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

**MAXIMUM BENEFIT PERIOD**

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



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

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

#### **OCCUPATIONAL**

a. While an Insured Person is carrying out their occupational duties for the Insured or while travelling between:

- i an Insured Person's place of residence and place of work
- ii between place of work

where the travel is at the expense of the Insured

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

#### **MEMBER**

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

#### **PERMANENT TOTAL DISABLEMENT**

Any permanent disablement other than

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

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

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

#### **PERMANENT PARTIAL DISABLEMENT**

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

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

The scale of Benefits as shown in the Schedule

#### **SCHEDULE AIR TRANSPORT**

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

#### **TEMPORARY PARTIAL DISABLEMENT**

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

## **TEMPORARY TOTAL DISABLEMENT**

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

## **USUAL OCCUPATION**

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

## **TERRORISM**

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

## **WAR**

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

## **WEEKLY WAGE**

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

## **MEDICAL EXPENSES**

Means medical expenses arising out of Accidental Bodily Injury covered under this policy

## **COVER**

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

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

of an Insured Person

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

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



## Excluding

The Section does not cover claims arising from

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

## BASIS OF SETTLEMENT

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

### Percentage payment

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



iii one phalange	<b>1%</b>
d. one great toe	
i two phalanges	<b>6%</b>
ii one phalange	<b>3%</b>
e. one other toe	
i three phalanges	<b>3%</b>
ii two phalanges	<b>2%</b>
iii one phalange	<b>1%</b>

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

## LIMITATIONS

In respect of each Member

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

## EXCLUSIONS

The Policy Exclusions apply to this Section

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

1. Sustained whilst or consequent upon or contributed to directly or indirectly by the Insured Person engaging in
  - a. motor cycling (other than in respect of mopeds or scooters up to 50cc), hunting, winter sports (other than curling or skating), mountaineering or rock climbing (necessitating the use of ropes or guides), pot-holing, caving, any underwater activities involving the use of external breathing apparatus, armed or unarmed combat sports, riding or driving in any kind of race or endurance test (or practice therefore)
  - b. aviation other than as a passenger (not as a member of the crew nor for the purpose of undertaking any trade or technical operation) in a fully licensed passenger-carrying aircraft
  - c. any gainful occupation outside the Business
2. Arising as a consequence of the suicide, intentional self-injury or insanity of or the influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a qualified medical practitioner but not for the treatment of drug addiction)
3. caused or contributed to directly or indirectly by
  - a. pregnancy or childbirth



- b. sexually transmitted diseases
- c. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
- 4. arising from travel to or from or work on Offshore Installations
- 5. arising out of or consequent upon service in the Armed Forces of any Nation or International Authority or other such organisation
- 6. arising out of or consequent upon or contributed directly or indirectly by any member(s) committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind
- 7. arising out of Accidental Bodily Injury, death or disablement as a result of or contributed to by
  - a. sickness or disease
  - b. any naturally occurring condition or gradually operating cause

#### 8. Accumulation Limits

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

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

For the purpose of this Exclusion

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

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

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

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

## CONDITIONS

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

### 1. Claims

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

- a. The Insured or the Member must give notice to the Insurer as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this Policy



- b. The Insured or the Member must provide the Insurer with all information and evidence which the Insurer may reasonably require at no cost to the Insurer
- c. The Insured or the Member must at the Insurer's request provide a medical examination report in respect of any Accidental Bodily Injury where the Insured requires the Insurer to consider a claim under this policy for which the Insurer will pay the cost of the medical examination fee
- d. The insured must ensure that as soon as possible after the occurrence of any Accidental Bodily Injury the Member obtains and follows the advice of a registered medical practitioner. The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the Member's failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed
- e. In the event of the Death of any Member the Insurer will be entitled to have a post-mortem examination carried out at its expense
- f. For the Insured to claim for Weekly Benefits under this policy the Member must have no other weekly benefits insurance in force except as declared to and accepted by the Insurer during the Period of Insurance

## 2. Material Facts

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

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

## 4. Age Limitation

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

## 5. Disappearance

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

# POLICY CONDITIONS

Applicable unless stated to the contrary under the Conditions in the Sections

## 1. Premium

The Premium is to be paid on request

## 2. Reasonable Precautions

The Insured shall keep the Property Insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury and Damage, and take all reasonable steps to observe and comply with all statutory or Local Authority laws, obligations and requirements

## 3. Intruder alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder Alarm Installation as specified by the Security Level detailed in the Policy Schedule:

- a. such Intruder Alarm Installation
  - i must not be altered or amended in any way unless such amendment or alteration has been approved in writing by Argus
  - ii must be maintained under contract with the installers or as otherwise approved in writing by Argus
- b. all keys to the Intruder Alarm Installation must be removed from the Premises when the Premises are unattended
- c. the Insured must
  - i maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
  - ii where a remote signalling alarm is required, immediately notify Argus upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation, has been or will be reduced
  - iii appoint at least two (2) keyholders and where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d. in the event of notification of
  - i any alarm fault
  - ii activation of the Intruder Alarm Installation
  - iii interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set a keyholder must attend the Premises as soon as possible
- e. the Premises must not be left without at least one responsible Person in attendance without the agreement of Argus
  - i unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - ii where the policy have withdrawn their response to
    - 1 an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology)
    - 2 a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology

For the Purposes of this condition the following definitions apply:

'Intruder Alarm Installation' shall include all the components detailed in the alarm and include the devices used to transmit or receive signals

'Keyholder' shall mean the Insured or any person or keyholding company authorised by the Insured who

- 1. is available at all times to
  - i accept notification of faults or alarm signals relating to the Intruder Alarm Installation
  - ii attend and allow access to the Premises
- 2. has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation

'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises

#### 4. Change of Risk

This insurance shall cease to be in force if there is any alteration in the Business or at the Premises which increases the risk of injury or Damage, unless such alteration is agreed in writing by Argus

#### 5. Claim - Action by the Insured

The Insured shall in the event of any injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a. notify Argus within thirty (30) days, or within seven (7) days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft, or such further time as Argus allow
- b. notify Argus immediately upon being advised of any prosecution, inquest connected with any injury Damage or consequential loss which may form the subject of a claim under this Policy
- c. notify the policy as soon as it becomes evident that any Damage has been caused by theft of malicious persons
- d. pass immediately, and unacknowledged, any letter of claim to Argus
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, Damage or consequential loss for as long as the Insurer may reasonably require
- g. furnish with all reasonable despatch at the Insured's expense
  - i such further particulars and information as Argus may reasonably require
  - ii if required, a statutory declaration of the truth of the claim
  - iii details of any other insurance covering the subject matter of the claim under this Policy and any matter of the claim under this Policy and any matters connected with it
- h. make available at the Insured's expense any documents required by Argus with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of Argus
- j. allow Argus in the name of and on behalf of the Insured to take over and, during such periods as Argus thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with Argus for that purpose

No claim under this Policy shall be payable unless the terms of this Policy Condition have been complied with and any payment on account of a claim already made shall be repaid to Argus

#### 6. Claims - The Rights of The Insurer

In respect of Damage for which a claim is made, Argus and any person authorised by Argus may without incurring any liability or diminishing any of Argus's rights in respect of the cover under this Policy, enter premises where such Damage has occurred, and take possession of or require to be delivered to Argus any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner

No Property may be abandoned to Argus, whether taken possession of by Argus or not

If Argus reinstate or replace any Property Argus shall not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Sum Insured on that Property

Argus will not pay for any claim unless the terms of this Policy Condition have been complied with



## 7. Other Insurances

If at the time of any Damage there is any other insurance covering such incidents, Argus will only pay their rateable proportion of such loss

## 8. Cancellation

### Insured's Cancellation Rights

The Insured has the right to cancel the cover within fourteen (14) days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period"). The Insured should exercise this right by contacting their insurance adviser

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less an administration charge of £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium and the Policy may run for its full term.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of insurance by giving fourteen (14) days notice in writing to their insurance adviser which issued the Policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the Insured must return to Argus the current Certificate(s) of Employers Liability Insurance.

### Insurer's Cancellation Rights

Argus may cancel this Policy by giving the Insured fourteen (14) days' notice in writing sent to the Insured's last known address. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured may be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the Policy is paid by instalments, please refer to the instalment agreement for details of the cancellation period that will apply.

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In the event of cancellation the Insured must return to Argus the current Certificate(s) of Employers Liability Insurance.

## 9. Fraud

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Policy shall be void and the Insured will forfeit all rights under the Policy. In such circumstances, Argus retains the right to keep the premium and to recover any sums paid by way of benefit under the Policy.

## 10. Arbitration

If Argus accepts that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances an arbitrator's award must be made before there is any right of action against Argus.

## 11. The Statement of Fact or Proposal Form

The Statement of Fact or Proposal Form where applicable for this Policy, made by the Insured, is incorporated herein.

## 12. Automatic Reinstatement

The Sums Insured by Section 1 Contents and 6 Buildings of this Policy will not be automatically reduced as a result of a claim provided that

- a. the aggregate of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b. the Insured shall
  - i take immediate steps to effect such additions to or variations in protections as Argus may require
  - ii pay the appropriate additional premium.

### 13. Average

When a Sum Insured is declared to be subject to average, if, at the time of any loss or damage to the Property Insured, the Sum Insured is less than the full value of the property to which it applies, the Insured will be considered to be their own Insurer for the difference and will be expected to bear a rateable share of the loss accordingly.

### 14. Policy Voidable

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

### 15. Law Applicable and Jurisdiction

Unless Argus agrees otherwise:

- a. the language of the Policy and all communications relating to it will be English; and
- b. all aspects of the Policy including negotiation and performance are subject to Gibraltar law and the decision of the Gibraltar courts.

### 16. Smoking Condition

It is a condition precedent to liability that the Insured will

- a. enforce a no smoking policy at the Premises which complies with current legislation
- b. only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- c. in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials
- d. ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

### 17. Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) Cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to either to

- a. alter the premium or terms and conditions of the Cover, or
- b. suspend or cancel Cover
  - i from the date Cover was incepted or renewed, or
  - ii for any other period specified by the Insurer

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either

1. continue Cover subject to alteration of the terms and conditions of such Cover, or
2. suspend or cancel Cover effective
  - a. from the date Cover was incepted or renewed or
  - b. from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
  - c. for any other period specified by the Insurer.

If the terms or conditions of Cover are amended by the Insurer, then the Insured will have fourteen (14) days to accept or reject the revised basis of Cover.

If the Insured elect to reject the revised basis of Cover, then the Insured may be entitled to a refund of premium (subject to an administration charge) provided that no claim has been made during the current Period of Insurance.

If the Insurer exercises the right to suspend or cancel Cover, then the Insured may be entitled to a refund of premium in respect of such period that Cover is suspended or for any period beyond the effective date from which Cover is cancelled, provided that no claim has been made during the current Period of Insurance.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

#### **18. Discharge of Liability**

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

- a. the Limit of Indemnity, or
- b. the Sum Insured, or
- c. a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any Excess.

The Insurer will not make any further payment in respect of such claim or claims except for costs and expenses which the Insurer has already agreed to bear and which were incurred prior to such payment.

#### **19. Rights of Parties**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) legislation to enforce any term of this Policy but this does not affect any right any right or remedy of a third party which exists or is available.

#### **20. Conditions Precedent to Liability**

Every condition stated as a condition precedent that applies to this Policy (whether a Policy, Section or special condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such condition precedent shall be a bar to any claim.

#### **21. Observance of Policy Terms**

The liability of the Insurer will be conditional on the Insured complying and appropriate any other person entitled to indemnity complying as though they were the Insured with the terms of this Policy.

#### **22. Subrogation**

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or companies (Gibraltar) Order current at the time of the Damage.

### **23. Non Invalidation**

This Policy shall not be invalidated by

- a. any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately after they become aware of such act, omission or alteration
- b. workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

### **24. Protections**

The Insured must

- a. ensure that all security protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurer shall be in full operation securing the Premises whenever the Premises are closed for business or Unoccupied.
- b. remove all keys including duplicate keys relative to the security of the Business from the Premises except from any part of the Premises within which the Insured or an authorised keyholder resides when the Premises are closed for business or Unoccupied.

### **25. Fire Precautions**

In respect of fire extinguishing appliances within the Premises the Insured must

- a. inspect the appliances in accordance with the manufacturer/installers instructions for the purpose of ascertaining that they are in all respects
- b. maintain during the currency of this Policy a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment
- c. ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order

and to remedy promptly any defect whether disclosed by such inspection(s) or otherwise.

### **26. Unoccupied Buildings**

It is a condition precedent in respect of any Unoccupied Buildings that

- a. mains services shall be switched off and the water system drained unless
  - i electricity is needed to maintain any fire or intruder alarm system in operation
  - ii mains services are needed to maintain any sprinkler system(s) in full working order. In these circumstances heating must be maintained at a minimum temperature of five (5) degrees centigrade.
- b. the Buildings shall be inspected thoroughly both internally and externally at least weekly by the Insured or employees of the Insured and
  - i a record maintained of such inspections
  - ii all defects in security and maintenance are rectified immediately
- c. accumulations of combustible materials shall be removed during inspection

- d. the Buildings shall comply with the security level requirements stated on the Schedule and be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation

The Insurer shall also have the right to vary the terms or cancel cover where appropriate.

## **27. Waste Condition**

The Insured must ensure that

- a. all combustible trade refuse shall be removed from the buildings at the end of each working day
- b. all waste or refuse outside the buildings is stored in
  - i non-combustible closed lidded containers or
  - ii waste containers kept at least ten (10) metres from any building or other property

and removed from the Premises when the containers are full.

## **28. Cooking Warranty**

Cooking appliances, filters and extraction system cleaning

It is hereby warranted that the following shall be implemented by the Insured:

- a. All extraction hoods, canopies, filters and grease traps must be cleaned at least every 14 days
- b. The entire internal length of all flues and extraction ducting, including extraction motors and fans, must be cleaned at least every 12 months by a specialist contractor
- c. All deep frying and cooking equipment to be installed, operated and maintained in accordance with the manufacturers' instructions
- d. All deep frying equipment to be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit)
- e. All deep frying and cooking equipment, including flues and exhaust ducting, is fixed and not in contact with combustible materials
- f. Suitable fire extinguishers and/or blankets are kept close to the equipment and cooking areas and staff are trained to use them
- g. During deep frying and cooking operations no equipment is left unattended or unsupervised.

## **POLICY EXCLUSIONS**

Applicable unless stated to the contrary under Exclusions in the Sections

This Policy does not cover

### **1. Territorial Limits**

Damage, injury or liability arising out of any occurrence outside Gibraltar, except where stated to the contrary.

### **2. War**

Loss, destruction, damage, death, injury or liability occasioned by, happening though or in 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.



### 3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Exclusions a and b do not apply to Section 4 - Liabilities, Event 1 - Employers Liability other than in respect of

- i the liability of any principal
- ii liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c and d do not apply to Section 4 - Liabilities, Event 1 - Employers Liability and Section 4 - Liabilities, Event 2 - Public Liability.

### 4. Sonic Bangs

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

### 5. Pollution or Contamination

Loss, destruction or damage caused by or resulting from pollution or contamination except such Damage to the Property Insured or, in applicable, loss resulting from damage to property used by the Insured at the Premises stated in the Complete Office Schedule for the purpose of the Business caused by

- a. pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquakes, storm, flood, bursting, overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy.
- b. any of the perils listed in a above which itself results from pollution or contamination.

### 6. Changes in Water Table Level

Damage attributable solely to changes in the water table level.

### 7. Heat, Mechanical or Electrical Derangement

Damage to

- a. property occasioned by its undergoing any process involving the application of heat
- b. any electrical machine or apparatus occasioned by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating.

### 8. Destruction of Data

Loss 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
- b. due to the presence of magnetic flux

unless caused by Damage to the machine or apparatus in which the records are mounted.



## 9. Excess

Any Excess

## 10. Computer Data Exclusion

Loss, destruction or damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purpose and consequential effects intended by the use of any number to denote a date including the failure

- a. correctly to recognise any date as its true calendar date
- b. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the insurance shall not exclude any subsequent Damage which is not otherwise excluded.

## 11. Fungus, Mildew and mould Exclusion

- i a. any loss or damage consisting of or caused directly or indirectly, in whole or in part, by any 'Fungi' of 'Spores'.

Notwithstanding the foregoing, this exclusion will not apply if such loss, damage, claim, cost, expense or other sum related to insured property results directly from or is directly caused by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, vandalism or malicious acts, smoke, windstorm or hail leakage from fire protective equipment, earthquake, tsunami, flood, freeze or weight of snow and not otherwise excluded; and

- b. the cost of expense for testing, monitoring, evaluating or assessing of 'Fungi' or 'Spores'

Losses arising from 'Fungi' or 'Spores' shall not in and of themselves constitute an event for the purpose of this Agreement.

'Fungi' includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising therefrom or from any 'Fungi' or 'Spores' including resultant mycotoxins, allergens, or pathogens.

'Spores' includes, but is not limited to one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any 'fungi'.

- ii a. any liability, loss, cost or expense arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any 'fungus/fungi' and/or 'spores', or
- b. any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation: on, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any 'fungus/fungi' and/or 'spores': or
- c. any obligation to share with or repay any person, organisation or entity, related in any way to items 1 and 2 above, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this exclusion, the following definitions apply:

'Fungus/fungi' includes but is not limited to, any form or type of mould, mildew, mushroom, yeast or biocontaminant.

'Spore(s)' includes, but is not limited to, any substance produced by, emanating from or arising out of any 'fungus/fungi'.

## 12. Electromagnetic Fields ('EMF') Exclusion

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

## 13. Genetically Modified Organisms ('GMOS') Exclusion

Any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused by, or contributed to by Genetically Modified Organisms ('GMOs')

For purposes of this exclusion the term Genetically Modified Organisms ('GMOs') shall mean and include:

- i organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change
- ii every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

## 14. Asbestos Exclusion

Liability from Asbestos, in accordance with the following Asbestos Exclusion Clause:

Liability arising out of mining, processing, manufacturing, distributing and/or storage of pure asbestos and/or products made entirely or mainly of asbestos, or out of the use of products made entirely or mainly of asbestos

## 15. E-Risks

- a. Loss or destruction of or damage to any Company Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i programming or operator error whether by the Insured or any other person
  - ii Virus or Similar Mechanism (as defined below)
  - iii Hacking (as defined below)
  - iv malicious persons
  - v failure of external networks

unless, in respect of i, ii and iii above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- b. any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss destruction or damage described in paragraph a of this Exclusion unless, in respect of a i, ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c. Loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of Damage to any Computer Equipment of the type described in paragraph a of this Exclusion unless, in respect of loss or damage to other property arising from a i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- d. Loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
- i the erasure, loss distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking party in labour disturbances or civil commotions, or malicious persons
  - ii the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d i above
  - iii any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d ii and iii above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e. any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c and d of this Exclusion unless, in respect of c, d ii and iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

for the purpose of this Exclusion:

Computer Equipment - means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism - Means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to limited to 'Trojan Horses', 'Worms' or 'Logic Bombs'.

Hacking - means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

## 16. Terrorism

- a. in respect of Gibraltar but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

Loss, destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a above an Act of Terrorism (Terrorism) means: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

- b. in respect of territories other than those stated in a above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
- i any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

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

In any action suit or other proceedings where Argus alleges that by reason of this exclusion any Damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

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



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