

## **POLICY WORDING**

Please read carefully and retain



# **HAM Radio Insurance for Members of the Radio Society of Great Britain**

# Welcome to Intasure Insurance

designed specifically for HAM Radio Members of the Radio Society of Great Britain

## Introduction

Intasure's insurance is exclusively designed for Ham Radio Members of the RSGB. Insurance cover is provided by Underwriters at Lloyd's and other insurers as defined in the Policy Wording.

Please read this Policy carefully; and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

All information supplied by the Insured in connection with this insurance forms part of the contract between the Insured and the Insurers.

In return for payment by the Insured to the Insurers of the premium required the insurers will provide the insurance described herein subject to the provisions set out in this Policy.

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Insurers named in the Schedule.

This policy should be read together with the Policy Schedule and any Endorsement(s).

Your premium has been based upon the information shown in the Schedule and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

## Language of contract of Insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

**ENQUIRIES: 0345 111 0680**

Monday - Friday 9am - 5.30pm

**CLAIMS: 01371 829 276 Kelly Adjusters Limited**

**Intasure**  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

The Policy has several Sections. Check your Schedule to see which Sections are in force and any clauses or endorsements that are applicable.

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## Certification

This is to certify that in accordance with the authorisation granted under Contract Number BW0175321 to Arthur J. Gallagher Insurance Brokers Limited trading as Intasure by Underwriters at Lloyd's and other insurers as defined in the Policy Wording, hereafter referred to as Insurers, and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

- 1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) this Policy insures only in respect the sections specified in the Policy Schedule.
- 3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This Policy has been issued and signed on behalf of Underwriters at Lloyd's and other insurers as defined in the Policy Wording by

Arthur J. Gallagher Insurance Brokers Limited trading as Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
TN4 8BS



Authorised signatory

### Who is the Insurer ?

This Policy is underwritten by Underwriters at Lloyd's and other insurers as defined in the Policy Wording. They are registered in England.

### Who is the regulator?

Underwriters at Lloyd's and other insurers as defined in the Policy Wording are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services, including insurance.

### What to do if you have a complaint:

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

The Managing Director  
Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of the final response from **your** Insurer to refer **your** complaint(s) to the FOS. This does not affect **your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### Your Right to Cancel

**You** have the right to cancel the insurance Policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the Policy documents upon the day following the date they were emailed / posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the Insurer's cancellation rights, please refer to the General Conditions section of your policy wording.

### The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This Policy should be read carefully and if it is incorrect return it as soon as practicable to us for alteration.

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim.

## Definitions

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **Policy** or any **Schedule Endorsement** or notice attached or issued by the **Insurers** unless specifically amended by any documentation issued by the **Insurers**

### Act of Terrorism

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

### Business

Means **Business** described in the **Policy Schedule** including amateur radio activities undertaken by the **Insured**.

### Costs and Expenses

Means

- (1) all **Costs and Expenses** recoverable by any claimant from **you**
- (2) the **Costs and Expenses** incurred with the written consent of the **Insurers** for
  - (a) representation at any Coroner's Inquest or Inquiry in respect of any death
  - (b) the defence of proceedings in any court brought against **you** in respect of breach, or alleged breach of statutory duty resulting in **Injury**
- (3) all other **Costs and Expenses** of litigation incurred with the written consent of the **Insurers**

relating to an occurrence which may give rise to indemnity

### Damage

Means loss, destruction, or **Damage**.

### Excess

Means amount shown in the **Schedule** to any Section of this **Policy** being the amount of each and every claim, which is not covered and for which **you** are considered to be **your** own insurer.

### Endorsement

Means any additional terms relating to the insurance provided by this **Policy** which are

- (1) not within the **Policy**, but attached to any **Schedule** issued by the **Insurers** or
- (2) within the **Policy** and stated in the **Policy Schedule** as applying to this **Policy**

### Geographical Limits

Means United Kingdom, the Channel Islands, the Isle of Man and Northern Ireland.

### Injury

Means death, bodily **Injury**, illness, disease, or shock

### Insured Premises

Means address of Insured Premises stated in the **Schedule** to each Section insured by this **Policy**.

### Insured/you/your

Means person(s) and/or company(ies) named in the **Policy Schedule**

### Insurers /Underwriters

The **insurers** stated in the **Schedule** and Intasure as administrators of the policy.

### Period of Insurance

Means **Period of Insurance** stated in the **Policy Schedule** and any subsequent period for which premium payment is made by **you** and is accepted by the **Insurers**

### Policy

Means policy wording together with all **Schedules**, Endorsements and notices attached or issued by the **Insurers**

### Pollution

Means

- (1) **Pollution** or contamination by naturally occurring or man-made substances, forces, or organisms, or any combination of them, whether permanent or transitory and however occurring and
- (2) all loss destruction, **Damage**, or **Injury** directly, or indirectly caused by such **Pollution** or contamination

### Radio Equipment

Radio transmitting, receiving and scanning equipment including radio masts and antenna, computer equipment used for amateur radio purposes for which the **Insured** is responsible, all in the **Geographical Limits** stated herein up to the amounts shown in the **Schedule**

### Schedule

Means most current **Schedule** issued to **you** by the **Insurers**.

### Single Article Limit

The maximum amount to be paid on any single item of **Radio Equipment** is £10,000 unless otherwise shown in the **Schedule**.  
The maximum amount to be paid on any single item under the All Risks, Specified Items section 2 is £10,000 unless otherwise shown in the **Schedule**.

### Radio Equipment

The Government's General Index of Retail Prices. Should this index not be available another appropriate Index will be used.

### Important

You should review your Radio Equipment sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

## Section 1 - RADIO EQUIPMENT

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

		The amount of any Excess shown in your <b>Schedule</b> .	
The maximum amount to be paid on any single item of <b>Radio Equipment</b> (£10,000) unless otherwise shown in the <b>Schedule</b> .			
<b>A</b>	<b>The Basic Cover</b> Loss of or <b>Damage to Radio Equipment</b> contained in the <b>Insured Premises</b> and its domestic out-buildings and garages caused by:	<b>A</b>	<b>Damage</b> caused by faulty workmanship or defective design or defective materials or gradually operating cause.
<b>1</b>	Fire, explosion, lightning, earthquake or subterranean fire.	<b>1</b>	
<b>2</b>	Smoke.	<b>2</b>	(a) <b>Damage</b> caused by any gradually operating cause. (b) <b>Damage</b> caused by <b>Pollution</b> .
<b>3</b>	Riot, civil commotion, labour or political disturbances.	<b>3</b>	
<b>4</b>	Malicious persons or vandals.	<b>4</b>	Loss or <b>Damage</b> caused by (a) persons lawfully in the <b>Insured Premises</b> . (b) whilst the <b>Insured Premises</b> is unoccupied.
<b>5</b>	<ul style="list-style-type: none"> <li>• Storm</li> <li>• Flood</li> <li>• Hail</li> <li>• Avalanche.</li> </ul>	<b>5</b>	
<b>6</b>	Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	<b>6</b>	Loss or <b>Damage</b> (a) caused by wet or dry rot. (b) to the installation itself caused by corrosion or wear and tear. (c) caused by frost/freezing whilst the property is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the property is vacated for more than two weeks.
<b>7</b>	Theft or attempted theft.	<b>7</b>	(a) Loss or <b>Damage</b> occurring whilst the <b>Insured Premises</b> or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the <b>Insured Premises</b> . (b) Loss or <b>Damage</b> by <b>you</b> or your family or any tenant/guest. (c) Loss by deception unless deception is only used to gain entry to the <b>Insured Premises</b> . (d) Any amount in excess of £2,500 for loss from out-buildings including garages. (e) <b>Radio Equipment</b> in the open.



## Section 1 - RADIO EQUIPMENT

Your Schedule tells You if this Section is in force.

### We will pay for

### We will not pay for

		The amount of any Excess shown in your <b>Schedule</b> .	
<b>8</b>	Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.	<b>8</b>	<b>Damage</b> caused by domestic pets or birds.
<b>9</b>	Falling trees or branches, lamp posts or telegraph poles.	<b>9</b>	(a) Destruction or <b>Damage</b> caused during felling or lopping operations.
<b>10</b>	Falling transmitting and receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.	<b>10</b>	(a) <b>Damage</b> caused by frost. (b) <b>Damage</b> to the fixtures and fittings themselves caused by corrosion or wear and tear.
<b>11</b>	Electrical Power Surge <b>Damage</b> caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents  Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.	<b>11</b>	(a) <b>Damage</b> caused by wear and tear or used contrary to the manufacturer's instructions. (b) <b>Damage</b> caused by electricity to fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear, or faulty maintenance of the electrical apparatus.
<b>B</b>	<b>Radio Equipment</b> Away from the <b>Insured Premises</b> The <b>Radio Equipment</b> , if and so far as these are not otherwise insured, whilst temporarily removed from the <b>Insured Premises</b> ,  (a) Loss or <b>Damage</b> caused by any of the perils insured under Section 1A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum Insured on <b>Radio Equipment</b> (b) Loss or <b>Damage</b> elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only. (c) Loss or <b>Damage</b> during the process of removal and transit following permanent change of <b>Insured Premises</b> or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.	<b>B</b>	(i) <b>Radio Equipment</b> outside the country in which the <b>Insured Premises</b> is situated.

## Section 1 - RADIO EQUIPMENT

### Accidental Damage Cover

Your Schedule tells You if this Section is in force.

#### We will pay for

- 1** Accidental **Damage** to the **Radio Equipment**.  
Applicable only when property is occupied by the **Insured** and any member of the **Insured's** family.

#### We will not pay for

The amount of any Excess shown in your Schedule.

- 1**
- (a) Loss or **Damage** while your **Insured Premises** or any part of it is let to tenants or occupied by paying guests.
  - (b) The cost of maintenance.
  - (c) **Damage** which is specifically excluded elsewhere in Section 1 - Radio Equipment.
  - (d) **Damage** caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
  - (e) **Damage** caused by faulty workmanship or defective design or the use of defective materials.
  - (f) Loss or **Damage** by inherent defect and electrical or mechanical breakdown.

## Section 2 - ALL RISKS ON SPECIFIED ITEMS

Your Schedule tells You if this Section is in force.

This Section applies only if stated as INSURED in the Policy Schedule

### INSURING CLAUSE

If any Specified Item is lost destroyed or damaged by any accidental cause

- 1 during the **Period of Insurance**
- 2 at the **Insured Premises** or within the **Geographical Limits** stated in the **Schedule** applicable to this Section

the **Insurers** will indemnify **you** for such **Damage** by payment reinstatement replacement or repair at their option

- 3 Where insured items are kept in a car or commercial vehicle, they must not be visible from the exterior and stored in a boot or concealed luggage compartment. Furthermore, where present the alarm must be activated.

### DEFINITION TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

#### Specified Item

means the property described and for which a Sum Insured is stated in the **Schedule** applicable to this Section

#### BASIS OF PAYMENT

The **Insurers'** liability under this Section will not exceed

- 1 the Sum Insured for each Item
- 2 in total the Total Sum Insured

stated in the **Schedule** applicable to this Section

### WE WILL NOT PAY FOR

- 1 the amount stated in the **Schedule** applicable to this Section as the **Excess**
- 2 **Damage** caused by
  - (a) mechanical or electrical breakdown or derangement or its own overrunning short circuiting or self heating
  - (b) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness marring scratching vermin or insects
  - (c) depreciation
  - (d) change in temperature colour flavour texture or finish
  - (e) any process of cleaning repairing restoring alteration or adjusting
  - (f) atmospheric or climatic conditions or action of light
  - (g) inherent vice latent defect gradual deterioration wear and tear frost its own faulty or defective design workmanship or materials
- 3 loss or damage other than by forcible and violent entry in respect of items kept in a car or commercial vehicle
- 4 any unexplained loss shortage or disappearance
- 5 any property which at the time of **Damage** is insured by a more specific insurance

## Section 3 - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

### INSURING CLAUSE

In the event of

- 1 accidental **Injury** to any person
- 2 accidental loss of or accidental **Damage** to material property
- 3 accidental loss of amenities nuisance trespass or interference with any right of way light air or water

occurring during the **Period of Insurance** and arising in connection with

(a) **your Business**

(b) the occupation of the **Insured Premises**

within the **Geographical Limits** the **Insurers** will indemnify **you** in respect of **your** liability at law for compensation together with **Costs and Expenses**

### BASIS OF PAYMENT

The liability of the **Insurers** will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause

In addition the **Insurers** will pay **Costs and Expenses**

### EXCLUSIONS TO THE PUBLIC LIABILITY SECTION

This Section does not cover

#### Excess

- 1 the amount stated in the **Schedule** applicable to this Section as the **Excess** in respect of (2) of the Insuring Clause to this Section only

#### Fines liquidated damages or penalties

- 2 liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

#### Injury to Employees

- 3 liability to any employee for **Injury** arising out of and in the course of their employment by **you**

#### Property in your custody or control

- 4 physical loss of or **Damage** to
  - (a) property belonging to **you** or in **your** custody or under **your** control or that of any employee (other than property belonging to **your** visitors directors partners or employees)
  - (b) that part of any property on which **you** or any of **your** employees or agents are or have been working where the physical loss or **Damage** results from such work

### Deliberate acts

- 5 liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission

### Contractual liability

- 6 liability which attaches itself solely by virtue of a contract or agreement but any liability which would have attached in the absence of such contract or agreement is covered under this Section

### Advice and professional services

- 7 liability caused by or arising from
  - (a) any advice design or specification given by **you** or on **your** behalf for a fee
  - (b) professional services rendered by **you** or on **your** behalf

### North American risks

- 8 liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction

### Aircraft hovercraft and watercraft

- 9 liability caused by or arising from the ownership possession or use by **you** or on **your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

### Mechanically propelled vehicles

- 10 liability caused by or arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle (or trailer attached to it) if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### Products

- 11 liability caused by or arising from or in respect of **Products**

### Hazardous locations

- 12 any claim arising in connection with any manual work on or in
  - (a) docks harbours or railways
  - (b) watercraft or offshore gas or oil installations
  - (c) chemical or petro chemical works oil or gas refineries or storage facilities
  - (d) aircraft airports or airfields
  - (e) power stations
  - (f) nuclear power stations

## Section 3 - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

- (g) any installations where nuclear processing is undertaken
- (h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

### Cyber Liability

**13** liability arising directly or indirectly out of

- (a) loss of alteration of or **Damage** to  
or
- (b) reduction in the functionality availability or operation of

any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **your** E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by **you** or by any person persons partnership firm or company acting for **you** or on **your** behalf

### Asbestos

**14** liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

### Mildew Mould Spore(s) or Allergens

**15** liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or

any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

### Component Building Material

**16** liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

## SPECIAL CONDITIONS TO THE PUBLIC LIABILITY SECTION

### 1 HEAT CONDITIONS

It is a condition precedent to all liability of the **Insurers** under this Section that in respect of any use away from the **Insured Premises** of oxy acetylene welding equipment or other plant the use of which involves the application of heat the following instructions in writing are given to all **your** supervisory staff with a specific requirement that the stated information be complied with on each occasion

- (a) the area in which work is to be carried out must be adequately cleared of moveable combustible materials to a distance not less than 20 feet from the work
- (b) if work is to be carried out in an area where combustible materials cannot be moved such combustible materials must be covered and protected by over-lapping sheets or screens of non-combustible material
- (c) if work is to be carried out overhead the area beneath must be similarly cleared and combustible materials removed
- (d) suitable two gallon capacity fire extinguisher must be kept available for immediate use
- (e) blow lamps and blow torches must be lit in as short a time as possible before and extinguished immediately after use
- (f) neither lighted blow lamps nor blow torches may be left unattended
- (g) a thorough examination must be made of the area in which work has been undertaken half an hour after each period of work has finished

## IN ADDITION THE INSURERS WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

### Indemnity to Others

**1** If **you** so request

- (a) any of **your** directors partners or employees in respect of liability for which **you** would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against **you**

## Section 3 - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

- (b) any officer or member of **your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to **you** where any contract or agreement entered into by **you** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **you**

### Cross Liabilities

If the Insured comprises more than one party the **Insurers** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the Limit of Liability stated in the **Schedule** applicable to this Section

### Compensation for Court Attendance

In the event of the following persons attending court at the request of the **Insurers** in connection with a claim under this Section the **Insurers** will compensate **you** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- (1) by **you** or any of **your** directors or partners £250 per day
- (2) by any of **your** employees £100 per day

### Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

the **Insurers** will provide indemnity against **Costs and Expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **Period of Insurance** within the United Kingdom and in the course of **your Business**

Provided that

- (a) the **Insurers** total liability in respect of **Costs and Expenses** shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**
- (b) the **Insurers** will only indemnify **you** where **Costs and Expenses** arise as a result of any matter which is the subject of indemnity under this **Policy**
- (c) the **Insurers** will only be liable for **Costs and Expenses** incurred in respect of legal representation appointed by them
- (d) if there is any other insurance or indemnity in force covering the same **Costs and Expenses** the **Insurers** liability shall be limited to a proportionate amount of the total **Costs and Expenses** but subject always to the limit of indemnity of £1,000,000
- (e) this indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) to proceedings consequent upon any **Injury** deliberately caused by **you**
  - (iii) to persons other than **you** or any of **your** directors partners proprietors or Employees

### Food Safety Act Defence Costs

You and also at **your** request any of **your** directors partners or Employees for legal **Costs and Expenses** incurred

- (1) in defending any prosecution for breach of duty
- (2) with the **Insurers'** consent in an appeal against a conviction resulting from prosecution

under Part II of the Food Safety Act 1990 committed or alleged to have been committed during the **Period of Insurance** where circumstances may otherwise give rise to a claim under this Section

excluding legal **Costs and Expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

### Defective Premises Act

Liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any **Insured Premises** which were occupied and/or owned by **you** in connection with **your Business**

excluding any liability for

- (1) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability

## Section 3 - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

(2) any physical loss of or **Damage** to such **Insured Premises**

### Leased and Rented Premises

Exclusion 4(a) of this Section does not apply to physical loss or **Damage** to **Insured Premises** leased or rented to **you** in connection with **your Business**

### Wrongful Arrest

Legal liability to pay compensation together with **Costs and Expenses** following any charge of wrongful arrest or malicious prosecution made against **you** during the **Period of Insurance** in respect of any allegation of theft or the improper conduct by any person (other than **your** employees) at the **Insured Premises**

### Overseas Personal Liability

You and if **you** so request

- (1) any of **your** directors partners or Employees
- (2) **your** spouse or child or any spouse or child of **your** director partner or Employee accompanying **you** or accompanying such director partner or Employee

against liability at law for compensation together with **Costs and Expenses** for liability incurred in a personal capacity while **you** or any of **your** partners or Employees are visiting a country anywhere in the world in connection with **your Business**

excluding any liability

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

### General Data Protection Regulation

Liability arising under any data protection Act and successor regulation, including but not limited to the General Data Protection Regulation

Provided that

- (1) **you** have applied for Registration in the required manner to the Data Protection Registrar and **your** application has not been withdrawn or refused
- (2) the liability of the **Insurers** for compensation payable in respect of any one claim or series of claims arising from one source or original cause will not exceed £100,000 in

any one **Period of Insurance**

excluding any liability

- (a) arising from the recording processing or provision of data for reward or to determine the financial status of any person
- (b) in relation to any act of defamation
- (c) in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

### Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the **Insurers** will indemnify **you** for liability caused by or in connection with any vehicle owned by an Employee which is being used in the course of **your Business**

excluding any liability

- (1) arising when such vehicle is being driven
  - (a) by **you**
  - (b) with **your** consent by anyone whom **you** know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

- (2) for physical loss of or **Damage** to any such vehicle

- (3) for any use outside the **Geographical Limits**

### Vehicles used as a Tool of Trade

Exclusion (10) of this Section excludes mechanically propelled vehicles but the **Insurers** will indemnify **you** for **your** liability arising out of

- (1) the use in connection with **your Business** of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- (2) the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer

excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance

### Sudden and Unintended Pollution

**Pollution** is excluded by General Exclusion 1(c) of this **Policy** but this Section provides **Pollution** cover subject to all other provisions of this **Policy** for liability in respect of **Injury** or loss of or **Damage** to property caused solely by **Pollution**

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the **Policy** remains in force

## Section 3 - PUBLIC LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

Provided that

- (a) all **Pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (b) the **Insurers** will not indemnify **you** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada
- (c) the total liability of the **Insurers** for compensation will not exceed the Limit of Indemnity stated in the **Schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

### **Geographical Limits**

The **Geographical Limits** shall extend to include elsewhere in the world for visits made in connection with **your Business** in a non manual capacity provided that such persons usually reside within the **Geographical Limits**



# GENERAL EXCLUSIONS (applicable to all Sections of the policy)

This Section applies only if stated as INSURED in the Policy Schedule

## 1 GENERAL

The following Exclusions apply to all Sections of **your Policy**

This **Policy** does not cover any loss, destruction, **Damage**, consequential loss, or liability directly or indirectly caused by or contributed to by or arising from

- (a) Radioactive Contamination
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (iv) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
  - (v) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)
- (b) **Pressure Waves**  
pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (c) **Pollution**  
as defined in the General Definitions and Interpretations other than **Pollution** resulting in **Damage** to property insured by this **Policy** or interruption of or interference with the **Business** not otherwise excluded caused by any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious **Damage** Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or Subsidence all as defined in Section 1- **Radio Equipment** of this **Policy**

## 2 WAR AND ACT OF TERRORISM

This **Policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or

happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any Government or public or local authority **Act of Terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of **Damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 3 – Public Liability

In any action suit or other proceedings where the **Insurers** allege that by reason of **Policy** Definition **Act of Terrorism** any claim hereunder is not covered by this **Policy** the burden of proving that such claim hereunder is covered shall be upon **you**

This Exclusion shall apply to all Sections of this **Policy** to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum Limit of Indemnity for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000

## 3 DATE RECOGNITION FAILURE

This Policy does not cover

- (1) **Damage**
- (2) interruption of or interference with the **Business**
- (3) Legal Expenses directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the **Insured** or not
  - (a) correctly to recognise any date as its true calendar date
  - (b) correctly to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - (c) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data

## GENERAL EXCLUSIONS (applicable to all Sections of the policy)

Provided that (1) and (2) shall not apply to

- (i) subsequent **Damage** or
- (ii) subsequent interruption of or interference with the **Business**

not otherwise excluded which results from any of the following perils

Fire Explosion Aircraft Earthquake Riot Malicious **Damage** Storm or Flood Escape of Water Impact Sprinkler Leakage Theft or Subsidence all as defined in Section 1- Radio Equipment of this **Policy**

### 4 ELECTRONIC DATA

This **Policy** does not cover loss, destruction, **Damage**, or consequential loss, directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data

Computer Virus means a corrupting instruction that propagates itself via a computer system or network

Electronic Data means facts concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Provided that this Exclusion shall not apply to **Damage** or interruption of or interference with the **Business** not otherwise excluded which results from any of the following perils

Fire Explosion Aircraft Earthquake Riot Storm or Flood Escape of Water Impact or Sprinkler Leakage all as defined in Section 1 – Radio Equipment and stated as insured in the **Schedule** applicable to that Section

The following Conditions apply to all Sections of **your Policy** and **you** must comply with them or **your Policy** may not be in force

If **you** need to notify **Insurers** of a claim or of any circumstances or incident which may cause a claim **you** should contact **your** professional intermediary or alternatively **your** appropriate Insurer through

Kelly Adjusters Limited

Little Seabrooks House

Braintree Road

Felsted

Essex

CM6 3JZ

t. 01371 829276

e. newclaims@kellyadjusters.co.uk

## 1 PROCEDURE FOR NOTIFYING CLAIMS

If any event happens which may give rise to a claim being made under this **Policy you** must

- (a) notify the **Insurers** as soon as possible and give full details of the occurrence
- (b) inform the police as soon as practicable of any malicious **Damage** or of the theft or loss of any property or **Money**
- (c) forward to the **Insurers** as soon as practicable on receipt and without answering it any letter claim writ summons or process
- (d) send to the **Insurers** at **your** own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **Insurers** and send also details of any other insurance covering the loss destruction **Damage Injury** or liability for which **you** are claiming indemnity under this **Policy** within
  - (i) seven days of **Damage** caused by riot civil commotion strikes labour disturbances or malicious persons
  - (ii) 30 days of the expiry of the Indemnity Period in the event of a claim under the **Business** Interruption Section of this **Policy**
  - (iii) 30 days of **Damage** by any other cause or **Injury** insured by this **Policy**
- (e) take all reasonable steps to diminish or avoid the **Damage** and to minimise any interruption of or interference with the **Business**

- (f) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **Insurers'** written consent

## 2 FRAUD

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act

## 3 SUBROGATION

if the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act

## 4 THE INSURERS' RIGHTS

If any event happens which may give rise to a claim under this **Policy** the **Insurers** will be entitled to

- (a) enter the building where **Damage** has occurred and to take and keep possession of damaged property insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no property may be abandoned to the **Insurers**
- (b) exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **Policy** by any other party
- (c) prosecute in **your** name or the name of any other person covered by this **Policy** but for the **Insurers'** benefit any claim for damages or indemnity

## 5 OTHER INSURANCE

If at the time of any **Injury** or **Damage** there be any other insurance

- (a) covering the whole or part of such **Injury** or **Damage** whether effected by the **Insured** or not then the **Insurers** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **Injury** or **Damage**
- (b) on any of the property insured herein either alone or

## GENERAL CONDITIONS (applicable to all Sections of the policy)

together with any other property which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said property then this **Policy** may at the option of the **Insurers** be held to contain the same condition of average limit of value and division of amount pro rata

- (c) which more specifically insures property insured herein this **Policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any personal accident benefit provided under this **Policy** in respect of death or **Injury** to any insured person

### 6 EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **Policy**

- (a) the Sums Insured in this **Policy** will be reduced until expiry of the **Period of Insurance** by the amount of any loss destruction **Damage** interruption or interference with **your Business**
- (b) if any Sum Insured is subject to an Underinsurance Condition and further claims arise before expiry of the **Period of Insurance** the application of such Underinsurance Condition may have the effect of increasing the proportion of the loss which **you** will have to bear
- (c) on request and if not otherwise provided for under any Section of this **Policy** following a claim the **Insurers** will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary

### 7 RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen property which is the subject of a claim under this **Policy** is recovered **you** must inform the **Insurers** as soon as reasonably possible by recorded delivery letter.

If the property is recovered before the payment of the claim for loss of that property **you** must reclaim such property and the **Insurers** will then indemnify **you** under the terms of this **Policy** for any **Damage** sustained to such property.

If the property is recovered after payment of the claim for loss of that property the property will then belong to the **Insurers** but **you** will have the option of retaining the property and refunding to the **Insurers** any claim payment the **Insurers**

have made for the property subject to any appropriate adjustment for **Damage** to the property.

### 8 ARBITRATION

If the **Insurers** accept liability for a claim under this **Policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time.

In these circumstances the arbitrator's award must be made before there is any right of action against the **Insurers**.

### 9 COMPLIANCE WITH TERMS

- (a) The due observance of the terms, provisions, conditions and **endorsements** of this Policy by **you** in so far as they relate to anything to be done or complied with by **you** shall be a condition precedent to our liability to make any payment under this Policy.
- (b) Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

### 10 PRECAUTIONS

**You** must

- (a) take all reasonable precautions to safeguard any property insured by this **Policy** against **Damage** and to prevent **Injury** or loss or destruction of or **Damage** to other property
- (b) exercise reasonable care in the selection and supervision of **your** employees
- (c) take all reasonable steps to comply with all statutory

and other obligations and regulations imposed by any authority

- (d) maintain the **Insured Premises** and all other property insured in a sound condition

## 11 WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **Insured Premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the **Insurers** have insured **you** on the basis of information supplied and cover under this **Policy** will cease if

- (a) there are changes to the **Insured Premises** or the building in which it is located or to **your Business** which may increase the risk of loss destruction **Damage** liability accident or **Injury**.
- (b) there are changes in the occupancy or use of the **Insured Premises**.
- (c) **your** interest in the **Insured Premises** or **your Business** ceases.
- (d) **your Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless **you** have notified the **Insurers** within a reasonable time and the **Insurers** have agreed to such changes in writing

## 12 PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **Insurers** to inspect such record.

**You** shall within one month after the expiry of each **Period of Insurance** supply particulars and information as the **Insurers** may require and the premium for such period shall be adjusted subject to any minimum premium.

## 13 INSTALMENTS

If the premium for this **Policy** is payable by instalments it is a condition precedent to the **Insurers'** liability that each instalment shall be paid when due otherwise all benefit under this **Policy** shall be forfeited from the date when such instalment was due

## 14 CANCELLATION

**You** can cancel this insurance at any time by writing to us.

We can cancel this insurance by giving **you** thirty (30) days' notice in writing. We will only do this for a valid reason

(examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that we can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

## 15 TAX

In addition to the premium **you** will pay to the **Insurers** any tax due on the premium which the **Insurers** are required to collect will be incorporated in accordance with current legislation

## 16 HOW DO WE MAINTAIN YOUR PRIVACY?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

## GENERAL CONDITIONS (applicable to all Sections of the policy)

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Details of Your Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

### 17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act, Act 1998

### 18 CHANGES TO CIRCUMSTANCES

**You** must take all reasonable care to provide complete and accurate answers to the questions we ask when **you** take out, make changes to, and renew **your** policy.

Please tell us within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance.

Please contact us if **you** require a copy of **your** Statement of Fact or **your Schedule**.

You must also tell us within 14 days of becoming aware:

- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your Schedule**.
- that any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When we are notified of a change, we will tell you whether this affects your policy, e.g. whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your policy. If We are not able to accept the change and it becomes necessary to cancel this insurance, we will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by you is not complete and accurate we may:-

- cancel your policy and refuse to pay any claim, or not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

### 19 SEVERAL LIABILITY

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

### 20 FINANCIAL OR TRADE SANCTIONS

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance either You or Us may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address.

After such cancellation We shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (i) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to Us by You and
- (ii) no claims have been paid by Us or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect

## RADIO EQUIPMENT & All Risks specified items

We will at our option pay the cost of repair or for replacement as new provided that, at the time of loss or **Damage**, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Radio Equipment** as new.

In respect of any one claim We will not pay more than:

- (a) the Sum Insured as stated on **Your Schedule**.
- (b) the **Single Article Limit** of £10,000 for items of **Radio Equipment** within the **Insured Premises** unless otherwise shown in the **Schedule**.
- (c) the **Single Article Limit** of £10,000 for specified items under All Risks section 2, whilst away from the **Insured Premises**.

The Sum Insured will not be reduced by the amount of any claim.

## Underinsurance

If the Sum Insured is less than the full replacement cost We will only pay the same proportion of the loss or **Damage** as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost We will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) the total claim does not exceed £500
- (b) at the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **You** re-valuing the Sum Insured thereafter.

## Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when **Damage** occurs within a clearly identifiable area or to a specific part.

## GENERAL

### 1 Loss of or Damage to Radio Equipment or Specified Items:

In the event of loss of or **Damage** to Property likely to result in a claim **you** must:

- (a) as soon as practicable report to the police any theft, malicious **Damage**, vandalism or loss of Property.
- (b) notify **us** by telephone or letter without unnecessary delay.
- (c) at **your** expense provide full details of the claim within 30 days.
- (d) supply **us** with full details of the claim within 30 days.
- (e) take all reasonable steps to minimize loss or **Damage** and take all practical steps to recover lost property and discover any guilty person.

### 2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **you** must:

- (a) advise us as soon as practicable and as soon as possible provide full written details and assistance as requested by us.
- (b) as soon as practicable send to us any letter, writ, summons or other legal document issued against **you** and **your** family.
- (c) not negotiate, pay, settle, admit or deny any claim without our written consent.

### 3 Our Rights

In the event of a claim we may:

- (a) enter into and inspect any building where loss or **Damage** has occurred and take charge of any damaged Property. No Property may be abandoned to us.
- (b) take over and control any proceedings in **your** name for **our** benefit to recover compensation from any source or defend proceedings against **you**.

### 4 Recovery of Lost or Stolen Property

If any lost or stolen Property is recovered **you** must let us know as soon as reasonably possible by recorded delivery.

If the Property is recovered before payment of the claim **you** must take it back and we will then pay for any **Damage**.

If the Property is recovered after payment of the claim it will belong to us but **you** will have the option to retain it and refund any claim payment to us.

### 5 Governing Law

There is a choice of law for this insurance, but unless we agree otherwise English Law applies.



## COMPLAINTS PROCEDURE

If **you** have a Complaint which relates to either **your** Policy or to a claim which **you** have submitted under **your** policy then please raise this in the first instance with Intasure who will aim to resolve **your** concerns by close of the next business day.

If we are unable to deal with **your** concerns the matter will be forwarded onto **your Insurer** via us. Address is:

The Managing Director  
Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

Whilst reviewing your complaint **your Insurer** will:

- Acknowledge **your** complaint promptly
- Investigate **your** complaint quickly and thoroughly
- Keep **you** informed of the progress of **your** complaint
- Do everything possible to resolve **your** complaint

**Your Insurer** is obliged to provide **you** with a written offer of resolution within 8 weeks of the date **your** complaint was received.

In the event that you remain dissatisfied and wish to make a complaint, you can do so by referring the matter to the Complaints team at Lloyd's:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service (FOS)  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (if calling from landline) or 0300 123 9123 (if calling from a mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

### Financial Services Compensation Scheme (FSCS)

All insurers on the Intasure Holiday Homes Overseas policy are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk)



**ENQUIRIES: 0345 111 0680**

Monday - Friday 9am - 5.30pm.

**CLAIMS: 01371 829 276 Kelly Adjusters Limited**





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A Gallagher Company

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**Intasure**

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