

# Policy

## Terrorism and Sabotage Insurance

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FORM: ANGEL – Terrorism Feb 2019

Specimen

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Specimen

# 1 Our agreement

## 1.1 Your Policy

This **Policy** has been designed with **You** in mind based on the **Statement of fact**, and explains each party's responsibility. In exchange for the payment of the premium by **You**, this **Policy**, its **Policy Schedule** and any attached endorsements sets out **Your** insurance. It is a legal contract so please read it carefully. The cover provided by each section is only operative if stated in the "Operative Clauses" section of the **Policy Schedule**. If **Your** details are incorrect please return the **Policy** as soon as practicably possible to **Your** broker or agent for alteration.

## 1.2 Your Insurer

As specified in the **Policy Schedule**.

## 1.3 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the **Policy** and the associated documentation including the **Statement of fact**. If **You** require an alternative format **You** should contact **Your** broker through whom this **Policy** was arranged.

## 1.4 Claim procedure

**We** will be able to deal with **Your** claim more effectively and speedily if **You** provide **Your Policy** number shown on **Your Policy Schedule** on first contact. For all claims please contact in writing and/or by telephone and/or e-mail:

Claims Director  
Angel Risk Management Ltd  
3rd Floor  
1 Legg Street  
Chelmsford  
Essex  
CM1 1JS

Telephone: 01245 343630  
Fax: 020 7785 8055

Email: [claims@angelriskmanagement.com](mailto:claims@angelriskmanagement.com)  
Web: [www.angelriskmanagement.com](http://www.angelriskmanagement.com)

## 1.5 Information You have given Us

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of insurance**.

#### 1.6 **Change in circumstances**

**You** must tell **Your** broker within fourteen (14) days of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of insurance**. If **You** become aware that the information **You** have given **Us** is inaccurate, **You** should inform **Your** broker as soon as practicably possible.

When **We** are notified of a change **We** will tell **You** if this affects this **Policy**. For example **We** may amend the terms of this **Policy** or require **You** to pay more for this insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in this insurance being invalid.

#### 1.7 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.

#### 1.8 **Cancellation and Cooling-Off Period**

##### (a) **Your Right to Cancel during the Cooling-Off Period**

**You** are entitled to cancel this **Policy** by notifying **Us** in writing, by email or by telephone to the address, phone number and e-mail address stated in the claim procedure (section 1.4 above) within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim, in which case the full annual premium is due.

##### (b) **Your Right to Cancel after the Cooling-Off Period**

**You** are entitled to cancel this **Policy** after the cooling-off period by notifying **Us** in writing, by email or by telephone to the address, phone number and e-mail address stated in the claim procedure (section 1.4 above). Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim which case the full annual premium is due.

(c) **Our Right to Cancel**

**We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** thirty (30) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim which case the full annual premium is due.

1.9 **Privacy Notice**

**Who we are**

**We** are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

**The basics**

**We** collect and use relevant information about **you** to provide **you** with your insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need your consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need your consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

**Other people's details you provide to us**

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

**Want more details?**

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

For more information about how Angel Risk Management Limited process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

## Contacting us and your rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

Angel Risk Management Ltd  
3rd Floor  
1 Legg Street  
Chelmsford  
Essex  
CM1 1JS  
Telephone: 01245 343630

Fax: 020 7785 8055

Email: [Angel-Chelmsford@angelriskmanagement.com](mailto:Angel-Chelmsford@angelriskmanagement.com)

Web: [www.angelriskmanagement.com](http://www.angelriskmanagement.com)

### 1.10 Choice of Law

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the Courts of England and Wales.

### 1.11 Language of this Policy

Unless otherwise agreed the language of this **Policy** shall be English.

### 1.12 Rights of third parties

A person who is not a 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 does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 1.13 Sanctions

**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 1.14 Questions and Complaints

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about this insurance or the handling of a claim, please contact **Your** broker through whom this insurance was arranged.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to the **Complaints Manager** specified in the **Policy Schedule**:

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, **You** can refer **Your** complaint to Lloyd's. 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 below address.

The address of Lloyd's is:

Lloyd's Complaints  
One Lime Street  
London  
EC3M 7HA

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time **We** and Lloyd's have taken eight weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower

London

E14 9SR

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

#### **From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### **From outside the United Kingdom**

Telephone Number: +44 (0) 20 7964 1000

Fax Number: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for **Us** is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

### 1.15 **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## **2 Definitions**

The following words will have the same meaning attached each time they appear in this **Policy** in **bold** type face, whether with a capital first letter or not. Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine. All headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

### 2.1 **Act of Terrorism**

means the act(s) of, or the **Verified Threat**, made by any person or group(s) involving the use of force or violence for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### 2.2 **Act of Sabotage**

means the act(s) of, or the **Verified Threat**, made by any person or group(s) intended to cause disruption, obstruction or destruction for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### 2.3 **Associated Policy**

means the insurance policy(ies) covering the property insured by this policy.

2.4 **Bodily injury**

means any bodily injury, sickness or disease suffered by any person (other than any perpetrator(s) of the **Occurrence**) which is caused solely by an **Occurrence**, and any emotional distress, mental anguish, mental stress suffered by that person as a direct consequence of such physical injury and which, independent of illness or any other cause, resulted in that person's death, disablement or the incurring of medical expenses.

2.5 **Business interruption**

means the financial losses and expenses that would otherwise be covered under the business interruption, loss of rent, alternative accommodation or increased cost of working section(s) of the **Associated Policy**.

2.6 **Complaints Manager**

means the **Complaints Manager** stated in the **Policy Schedule**.

2.7 **Computer system**

means any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications systems, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers) firmware or microcode, or any electronic documents utilised in the ownership, security and management of an electronic communication system.

2.8 **Damage**

means direct physical loss, destruction or physical damage.

2.9 **Excess**

means the first part of each claim or loss and which is payable by **You** before **We** make any payment under this **Policy**. The **Excess** in respect of each **Occurrence** will be the amount stated under the relevant section in the **Policy Schedule**. The **Limit(s) of liability** stated under each section in the **Policy Schedule** are in excess of and are not reduced by the amount of any **Excess**. In the event that more than one **Excess** applies to any one section of the "Operative Clauses" in the **Policy Schedule** then only the higher excess will apply in respect of each **Occurrence**.

2.10 **Insured person**

means any person insured under the personal accident section of the **Associated Policy**.

2.11 **Limit of liability**

means the maximum amount **We** will pay for all claims or losses arising from all **Occurrence(s)** taking place during the **Period of insurance** under each of the Operative Clauses. This means that any payment **We** make under this **Policy** reduces **Our** liability to make any further payment under the terms of the same section of this **Policy** by the amount paid, unless we reinstate the limits in accordance with Condition 6.15 (Reinstatement).

2.12 **Nuclear installation**

means any installation designed or adapted for:

- (a) the production or use of atomic energy; or
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.



- 2.13 **Nuclear reactor**  
means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy.
- 2.14 **Occurrence**  
means any **Act of Terrorism** or **Act of Sabotage**. Multiple losses which have, or appear to have, the same related purpose or are committed by persons acting under a common leadership, occurring within a period of seventy two (72) consecutive hours shall be considered one **Occurrence** for the purposes of this **Policy**.
- 2.15 **Period of insurance**  
means the period stated in the **Policy Schedule**.
- 2.16 **Pollution**  
means the seepage and/or discharge of pollutants or contaminants including for example any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- 2.17 **Policy**  
means this document, including the **Policy Schedule** (or certificate of insurance issued in substitution) and any endorsements attaching to this document that will be read as one contract.
- 2.18 **Policy Schedule**  
means the document entitled **Policy Schedule** that relates to and forms part of this **Policy**.
- 2.19 **Premises**  
means the property insured for buildings and contents covered by this **Policy** and as stated in the **Policy Schedule**.
- 2.20 **Statement of fact**  
means all and any information supplied to **Us** by **You** or on **Your** behalf.
- 2.21 **Threat**  
means an intention to cause **Damage**, loss of life or **Bodily injury** and which poses an immediate and real risk of occurring within the **Vicinity** of the **Premises**.
- 2.22 **Total Declared Values**  
means the amounts given in the document entitled "Location Schedule" that forms part of the **Policy Schedule**.
- 2.23 **Verified**  
means either:  
(a) a **Threat** has been passed to **You** by the police or an officer of Her Majesty's Government in the United Kingdom; or  
(b) **You** have informed the police as soon as practicably possible after **You** became aware of the presence of a harmful device or device **You** suspected could be harmful at or within the **Vicinity** of the **Premises**.
- 2.24 **Vicinity**  
means within one (1) mile.
- 2.25 **We / Us / Our / Insurer**  
means both or one of the insurer(s) stated as Insurer in the **Policy Schedule**.  
The subscribing insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## 2.26 You / Your / Insured

means:

- (a) the person, persons or corporate body or other entity named in the **Policy Schedule**; or
- (b) **Your** subsidiary companies which have been notified to and accepted by **Us** in writing; or
- (c) other interested parties covered on the **Associated Policy** for which there is an applicable **Limit of liability** shown in the **Policy Schedule**.

## 3 Operative clauses

### 3.1 Damage

**We** will compensate **You** for **Damage** to **Your** property insured caused by an **Occurrence** taking place during the **Period of insurance** provided that:

- (a) at the time of the **Occurrence** **Your** property is insured under the **Associated Policy**; and
- (b) at the time of the **Occurrence** **Your** property was situated at or within the **Vicinity** of the **Premises**; and
- (c) **Our** liability for the cost of all such **Damage** shall not exceed the **Limit of liability** shown in the **Policy Schedule**.

### 3.2 Liability

**We** will pay on **Your** behalf any sums **You** may legally be obliged to pay as compensation (including interest, claimant's costs, fees and expenses), and defence costs, for any claim(s) first brought against **You**, and resulting from an **Occurrence** taking place during the **Period of insurance** and which causes:

- (a) **Bodily injury**; or
- (b) **Damage**;

provided that:

- (i) the liability to pay compensation and defence costs would otherwise be covered under the liability part of the **Associated Policy**; and
- (ii) **Our** liability for all such compensation and defence costs shall not exceed the **Limit of liability** shown in the **Policy Schedule**.

### 3.3 Business interruption

**We** will compensate **You** for the amount of **Your** financial loss resulting from the interruption of or interference with **Your** business resulting from:

- (a) an **Occurrence** taking place during the **Period of insurance** and which causes **Damage**; or
- (b) a **Verified Threat** taking place during the **Period of insurance**; or
- (c) an action or advice of a civil or military authority issued in connection with an **Occurrence** taking place within the **Vicinity** of **Your Premises** during the **Period of insurance**; or
- (d) an **Occurrence** taking place during the **Period of insurance** and which causes denial of access to the **Insured's Premises**, to the extent such cover is included in the **Associated Policy**,

provided that:

- (i) in accordance with Condition 6.2 (Application of Associated Policy), the financial loss will be calculated in accordance with the measure (gross profit, gross revenue or otherwise) and the indemnity period used in the **Business interruption** provisions of the **Associated Policy**, subject to (ii) below; and
- (ii) **Our** liability under (b) and (c) above shall cease fourteen (14) days after the applicable **Excess** period; and

- (iii) **Our** liability for all such claims shall not exceed the **Limit of liability** shown in the **Policy Schedule**.

For the avoidance of doubt, where the **Insured** has cover under the **Associated Policy** for denial of access resulting from an action or advice of a civil or military authority, **Our** liability will cease in accordance with the relevant indemnity period for that cover in the **Associated Policy** and not the indemnity period stated in (ii) above

#### 3.4 **Personal accident**

If an **Occurrence** during the **Period of insurance** causes **Bodily injury** to an **Insured person** whilst on the **Premises** or within the **Vicinity** of the **Premises**, **We** will pay a benefit up to the amount specified in the **Associated Policy** provided that:

- (a) the **Insured person** did not commit the **Act of Terrorism** or **Act of Sabotage**; and
- (b) the **Bodily injury** would otherwise be covered under the personal accident part of the **Associated Policy**; and
- (c) **Our** liability for all such claims shall not exceed the **Limit of liability** shown in the **Policy Schedule**.

### 4 **Extensions**

#### 4.1 **Automatic acquisition cover**

This **Policy** provides automatic cover for any new property **You** acquire during the **Period of insurance** and which becomes insured on the **Associated Policy** provided that:

- (a) the **Total Declared Values** shown on the **Policy Schedule** do not increase by more than fifty percent (50%); and
- (b) the **Limit of liability** does not increase by more than fifty percent (50%) or £2,500,000 whichever is the lesser from the **Limit of liability** shown in the "Operative Clauses" section of the **Policy Schedule**.

Where the **Total Declared Values** or **Limit of liability** would increase by more than fifty percent (50%) or the **Limit of liability** by more than fifty percent (50%) or £2,500,000, **You** may request that the **Policy** be extended to provide cover, but such acceptance shall be at **Our** sole discretion and **We** may alter the terms and conditions of this **Policy** accordingly including the charging of an additional premium. No increase in cover will apply until such time **You** have received written confirmation of acceptance from **Us**.

#### 4.2 **Notices of interest and Waivers of Rights of Recovery**

This **Policy** will automatically include notices of interest and waivers of rights of recovery as agreed on the corresponding **Associated Policy**, subject always to the same terms, conditions and exclusions as the corresponding **Associated Policy** and then only to the applicable **Limit of liability** shown on the **Policy Schedule**.

### 5 **Exclusions**

Except where specifically included, **We** will not have any liability under this **Policy** for, or directly or indirectly arising out of, or in any way connected with any of the following:

#### 5.1 **Nuclear, Chemical, Biological or Radiological**

nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused; or

chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

5.2 **Asbestos**

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, presence of, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos.

5.3 **Confiscation**

the confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine, contraband or illegal transportation or illegal trade or any result of any order of public or government authority which deprives **You** of the use or value of the **Premises** or of any of **Your** property.

5.4 **Emotional distress**

emotional distress, mental anguish, mental stress unless as a direct consequence of a physical injury.

5.5 **Employers liability**

any breach of any obligation owed by **You** as an employer to any employee or former employee or applicant for employment.

5.6 **Information technology**

- (a) the failure of any **Computer system** to function in the way expected or intended; or
- (b) the transmission or receipt of any virus, program or code that causes loss or damage to any **Computer system** and/or prevents or impairs its proper function or performance; or
- (c) the use of any weapon which uses electromagnetism, radiation, high energy radio frequencies or microwaves to disrupt electronic equipment.

5.7 **Jurisdiction and territorial limits**

any:

- (a) legal proceedings brought in a court of law outside the "Covered jurisdictions" stated in the **Policy Schedule**, or brought in a court of law within the "Covered jurisdictions" in respect of which it is alleged that the applicable law is that of a country, or to enforce a judgment or order made in any court of law, outside the "Covered jurisdictions"; or
- (b) business undertaken outside the "Territory" shown in the **Policy Schedule**.

5.8 **Loss of market**

- (a) any loss of market for **Your** products or services; and
- (b) any other consequential loss, except to the extent as provided in section 3.3 – Business Interruption of the Operative Clauses.

5.9 **Nuclear installations**

any **Nuclear installation** or **Nuclear reactor** and all fixtures and fittings situated on it and attached to it and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to and in any way serve such **Nuclear installation** or **Nuclear reactor**.

5.10 **Other insurance**

any **Damage** or loss where **You** are entitled to cover under the **Associated Policy** or any other policy of insurance, except in respect of any excess beyond the amount which would have been payable under such insurance had **We** not provided this **Policy**, unless such other insurance is written specifically as excess insurance over this **Policy**.

5.11 **Pollution**

**Pollution** unless it results from **Damage** caused by an **Act of Terrorism** or an **Act of Sabotage** provided that:

- (a) such **Damage** is derived from pollutants and/or contaminants owned by **You**, or in **Your** care, custody or control; and
- (b) such pollutants and/or contaminants are insured by the **Associated Policy**; and
- (c) the maximum **We** shall pay shall not exceed the **Limit of liability** stated in the **Policy Schedule**.

5.12 **Products**

the manufacture, sale, supply, installation or maintenance of any product of **Yours**.

5.13 **Strikes, riots or civil commotions**

malicious damage, strikes, riots or civil commotion unless **Damage** or **Business interruption** is caused directly by an **Act of Terrorism** or **Act of Sabotage**.

5.14 **War**

war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.

Where an **Act of Terrorism** is committed by an agent of a sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the **Act of Terrorism** is funded by a sovereign or government entity, this will not of itself give rise to the application of this exclusion.

## 6 **Conditions**

All as per the **Associated Policy** except as herein expressly varied.

6.1 **Abandonment**

**Your** property shall remain **Yours** at all times. **We** shall not take ownership of or accept liability for any of **Your** property unless **We** agree with **You** in writing that **We** shall do so.

6.2 **Application of Associated Policy**

This **Policy** is subject to the same terms and conditions, definitions, clauses and exclusions as the corresponding **Associated Policy** for which a claim is made under this **Policy**. For the avoidance of doubt, in the event of a conflict between the terms of an **Associated Policy** and the terms of this **Policy**, for the purposes of this **Policy** the terms of this **Policy** shall prevail.

6.3 **Associated Policy**

This **Policy** will only respond if the **Associated Policy** is maintained in full effect for the duration of the **Period of insurance**. If it later transpires that the **Associated Policy** has not been maintained in full force for all or some of the **Period of insurance** the cover provided to **You** under this **Policy** shall only apply whilst the **Associated Policy** was in full force and effect. The premium payable for this **Policy** is not refundable even if the **Associated Policy** expires or is cancelled before the end of the **Period of insurance**.

6.4 **Arbitration**

If there is a disagreement about the way **We** handle a claim under this **Policy** that is not resolved through **Our** internal complaints procedure, **You** and **We** shall choose a suitably qualified person to arbitrate whose decision will be binding on both **You** and **Us**.

If **We** have decided to take control of the investigation, settlement or defence of any claim against **You** (in accordance with the terms of the **Associated Policy** and/or this **Policy**) then the appointment of an arbitrator shall not prevent **Us** from continuing to exercise such control.

**You** and **We** must both agree to the choice of arbitrator. In the absence of agreement, the president of a national association relevant to the arbitration shall be called upon to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

6.5 **Average**

Unless **We** agree otherwise if at the time of **Damage** the value of the property insured is greater than the amount shown in the **Policy Schedule**, **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly. This condition shall not apply in circumstances where:

- (a) average is not applied under the **Associated Policy**; and

- (b) a professional valuation of the property insured which is the subject of the claim has been carried out and forwarded to the insurer of the **Associated Policy** within 3 years prior to the **Period of insurance**.

#### 6.6 **Day one reinstatement**

If the **Associated Policy** includes a provision for index linking and or an uplift in the **Limit of liability** shown in the **Policy Schedule** under section 3.1 – Damage of the Operative Clauses due to the effect of inflation and/or repair cost inflation, this **Policy** is subject to the same provision, provided always that the **Limit of liability** does not increase by more than 135% from the **Limit of liability** shown in the “Operative Clauses” section of the **Policy Schedule**.

#### 6.7 **Defence and settlement of claims**

**We** have the right, but not the obligation, to take control of any claim against **You** and to conduct the investigation, settlement or defence in **Your** name, even if any of the allegations of the claim are groundless, false or fraudulent.

**We** may choose to settle a claim instead of defending it if **We** do not think there is a reasonable prospect of success or after taking into account the commercial considerations of the costs of defence.

If **You** refuse to agree to any settlement or compromise recommended by **Us** which is acceptable to the claimant and **You** elect to contest the claim, the most **We** will pay including defence costs will not exceed the amount for which the claim could have been settled, less the **Excess**, plus the defence costs incurred up to the time of such refusal, or the applicable **Limit of liability**, whichever is less, and **We** will have the right to withdraw from the further defence of the claim by tendering control of the defence to **You**.

#### 6.8 **Inspection and audit**

**We** shall be permitted to inspect **Your** property at any time.

**We** may examine and audit **Your** books and records at any time up to two years after the **Period of insurance**, as far as they relate to the subject matter of this insurance.

#### 6.9 **Interpretation**

Unless the context otherwise requires:

- (a) headings are descriptive only, not an aid to interpretation; and
- (b) all reference to specific legislation shall include amendments to and re-enactments of such legislation; and
- (c) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect.

#### 6.10 **No admission of liability**

**You** shall not, without **Our** prior approval, admit liability for, compromise, settle or make any offer or payment in respect of any claim where cover has been or will be requested under this **Policy**.

#### 6.11 **Notification**

In the event of an **Occurrence**, **You** must take the following action as soon as practicably possible:

- (a) notify the police authority and offer them all assistance as soon as practicably possible after it becomes evident that any **Damage** has been caused;
- (b) carry out and permit to be taken any action to prevent further **Damage**, to minimize or stop any interruption of or interference with **Your** business, or to avoid or diminish any loss;
- (c) deliver to **Us** via Angel Risk Management Ltd, at **Your** own expense and as soon as practicably possible (and, in any event, no later than sixty (60) days after the expiry of the **Period of insurance**):
  - (i) full details in writing of the **Occurrence**, property affected and an estimate of the amount of **Damage** caused; and

- (ii) details of any other insurances applicable to the **Damage** being claimed for, whether **You** intend to make a claim against such insurances or not or whether such insurances are valid and collectible or not; and
- (iii) any other evidence and information relating to the loss as **We** may require.

In addition, in the event of **Your** suffering **Business interruption** **You** must at **Your** own expense:

- (d) not later than fourteen (14) days after the expiry of the indemnity period or within such further time as **We** may allow, deliver to **Us** via Angel Risk Management Ltd in writing details of all other insurances covering property used by **You** at the **Premises** for the purpose of **Your** business and the amount of any resulting **Business interruption**;
- (e) deliver to **Us** via Angel Risk Management Ltd such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidences as may be reasonably required by **Us** for the purpose of investigating or verifying the claim.

#### 6.12 **Our right after paying Your claim**

After a claim **We** have the right to:

- (a) take over and conduct in **Your** name, the defence or settlement of any claim;
- (b) prosecute in **Your** name to recover, at **Our** expense and for **Our** benefit, any payment **We** have made under this **Policy**, unless Extension 4.2 – Notices of Interest and Waivers of Rights of Recovery applies.

**You** shall provide all documents and give to **Us** all assistance as **We** may reasonably require to exercise such rights and remedies. **You** shall do nothing to jeopardise or extinguish the rights against any third party which **We** are entitled to exercise in **Your** name, and **You** shall take all steps to preserve such rights.

#### 6.13 **Payments on account**

If **You** wish, payments on account will be made to **You**, subject to any necessary adjustment at a later date once the claim has been finalised.

#### 6.14 **Precautions and care**

**You** are required to:

- (a) take all precautions to prevent or minimise accidents or injury; and
- (b) take all precautions to prevent or minimise **Damage** to the property insured;
- (c) exercise due care in the supervision of persons employed; and
- (d) use **Your** best endeavours to observe and comply with statutory or local authority obligations, regulations, laws or bye-laws.

#### 6.15 **Reinstatement**

In the event of an **Occurrence** giving rise to **Our** being liable to make a payment under one or more of the Operative Clauses in force at the beginning of the **Period of insurance**, **We** will automatically reinstate up to 100% of the applicable **Limit of liability** shown in the **Policy Schedule** with effect from the day after the date of that **Occurrence** for the remainder of the **Period of insurance**.