

Date of this letter
28th April 2021

Master policy number
RGBDX6962034

Quote number
2121687

# Your policy schedule

Your Council Commercial Combined Insurance policy

# **Important Information**

- This document contains the schedule and any endorsements which form part of your policy and is based on the information provided to us.
- The policy wording, schedule and endorsements should be read together as they show the cover we are providing.
- Please check the details are correct and that the cover meets your needs.
- If the details are incorrect or the cover does not meet your needs please contact your insurance advisor.
- If any of the information is incorrect we may change the terms and conditions, premium or withdraw cover.

### **Data Protection Notice**

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at <a href="www.axa.co.uk/privacy-policy">www.axa.co.uk/privacy-policy</a> to find all about your rights, the information we collect on you and why. If you do not have access to the internet please contact us and we will send you a printed copy

# **Policyholder details**

Freshford Parish Council 51 Tyning Road Winsley Wiltshire **BA15 2JN** 

# **Business description**

Parish Council

# **Population**

1000

# Your period of insurance

Date this cover starts: 1st June 2021 Date this cover expires: 31st May 2022

Renewal date: 1st June 2022

# **Your 3 Year Long Term Agreement Premium**

Premium: £677.77

Insurance Premium Tax (IPT) at the current rate: £81.33

Total amount payable: £759.10

### Endorsements that apply to this section

### Long term agreement

Long term agreement shall mean an agreement between you and us for a period a. of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with

us each year for the duration of the agreement.

b. Annual renewal date shall mean the following date: 1st June

Claims payments and costs shall mean the total of all: c.

i. claims and losses paid; and

ii. legal costs and expenses incurred; and

iii. new reserves and increases in reserves, during the preceding 12 months.

d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums earned during the period of the agreement. We and you agree that this policy is subject to a long term agreement beginning on

the renewal of the policy and ending 3 years later, provided that:

1. at each annual renewal date the total of all claims payments and costs does

not exceed 40% of the income;

2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term

agreement

This long term agreement will expire on: 31st May 2023 e.

# **Your cover summary**

Section	
Property Damage	Insured
Business Interruption	Insured
Money and Personal Accident Assault	Insured
Group Personal Accident	Insured
Employers Liability	Insured
Public and Products Liability	Insured
Selected all risks	Insured
Officers Liability (Officials Indemnity)	Insured
Employment Practices Liability	Insured
Council Legal Liability and Legal Expenses (including	Insured
Employee Dishonesty)	
Terrorism	Not Insured
Equipment Breakdown	Not Insured

# **Quote covers**

Property damage section	Included
Property insured	Sum insured
Vall & Shed	
	£14,528.95
Shed	
	£546.29
Total	£15,075.24
All risks including theft	
Buildings including subsidence (unless otherwise specified)	£15,075.23
General Contents	£0.00
Gates & Fences	£7,264.47
Mowers & Machinery	£1,162.31
Natural Surfaces	£0.00
Other Surfaces	£0.00
Office Contents	£0.00
Outside Equipment	£2,458.82
Playground Equipment	£0.00
Sports Equipment	£0.00
Street Furniture	£122,940.79
War Memorials	£7,264.47
Additional covers	
Cover	Limits
	Buildings: 100,000 or 10% of the
Bequeathed property	buildings sum insured, whichever is the lower.
bequeathed property	Contents: £10,000 any one item
	£25,000 in total 10% of building sum insured or
Capital additions	£500,000 whichever is the lower
Contents kept at home	£25,000 or 10% of contents whichever is the lower
Contract works	10% of the buildings sum insured or
CONTROCT WORKS	£100,000 whichever is the lower

Discharge of oil	£10,000 aggregate
Drains clearance	£5,000
Environmental protection	10% of sum insured
Exhibitions	£25,000 or 10% of contents
	whichever is the lower
Fire extinguishing expenses	£10,000
Freezer contents	£5,000
Fund raising cover	£5,000
Fund raising and catering cover	£5,000
Further investigation expenses	10% of the sum insured or £100,000 whichever is the lower
Glass breakage	£10,000
Inadvertent omission	£500,000
Landscaped gardens	£15,000
Locks and keys	£10,000
Loss reduction expenses	£2,500 aggregate
Metered water or gas	£25,000 aggregate
Motor vehicles (stationary risk)	Not insured
Patterns	£2,500 any one claim
Public relations expenses	Not insured
Raffle prizes and donations	£1,500 total, £500 any one item
Sprinkler upgrade costs	10% of the building sum insured any one claim
Theft of building fabric	£2,500 any one claim
Trace and access	£25,000 any one claim
Unauthorised use of electricity, gas, oil and water	£5,000 any one claim
Undamaged stock	£5,000 any one claim
Undamaged tenants improvements	£5,000 any one claim
Underground pipes and services	£5,000 any one claim
Unspecified storage sites	£5,000 any one claim
Contents definition automatically includes	Limits
Personal effects including pedal cycles	£10,000
Rare books	£2,500 item limit, £10,000 total
Outdoor furniture, heaters, ornaments and statues located outside and within the confines of <b>your premises</b>	£5,000
Marquees and associated lighting	£10,000
Defibrillators	£5,000

Excesses	
Damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake	£nil
Flood damage	£250
Theft or attempted theft	£250
Theft of building fabric	£250
Subsidence excess	£1,000
Contract works	£250
All other damage	£250

# Endorsements that apply to this section

The excesses under the **Property damage section** are restated as follows:

Damage by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake: £250

Flood damage: £250

Malicious damage, theft or attempted theft: £400

Theft of building fabric: £400

Impact damage: £400

Subsidence excess: £1,000

Contract works: £250 All other damage: £400

This Endorsement will only apply to policies incepted or renewed on or after 01/06/2020, and not currently under an existing Long Term Agreement incepted before 01/06/2020"

## **CC01 Floating amount insured (Contents)**

The cover under this section applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. **Our** liability will not exceed the **sum insured** shown in **your policy schedule** for **damage to your contents** however many locations are affected.

### CC03 Flat roof condition

Any flat portions of the roof of the **buildings** are to be inspected once every two years by a competent roofing contractor and any recommendations implemented.

### CC05 Contents temporarily elsewhere

**We** will not make any payment when such property is temporarily outside the UK unless it is in **your care**, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.

### CC07 Floating amount insured (Buildings)

The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War Memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by **you** in connection with **your business** within the **policy territories**. **Our** liability will not exceed the **sum insured** shown in **your policy schedule** however many locations are affected.

### Minimum security standards condition

<sup>&</sup>quot;Excess Amendments

You must comply with the **Minimum security standards condition – Level 1**, stated under the **Section conditions** within **your policy**.

# Specific section conditions that apply to this section

- 3 Subsidence cover
- 4 Deep fat frying condition
- 7 Loss of excess/No Claims Discount

# **Business interruption section**

Included

Cover Sum insured	
Perils as per the Property damage section	
Gross revenue	£10,000 12 months indemnity period
Increase cost of working	£10,000 12 months indemnity period
Gross rentals	£0.00 12 months indemnity period
Additional covers	
Cover	Limits
Contract sites	£10,000 any one contract site
Denial of access (damage)	Indemnity period of 12 weeks or 25% of the annual sum insured or £1,000,000 in any one period of insurance whichever is lower
Denial of access (non damage)	not insured
Exhibition	£10,000 any one claim
Exhibition expenses	£10,000 any one claim
Failure of selected public supplies	Insured
Public electricity supply	8 hours Franchise
Public gas supply	Indemnity period of 12 weeks
Public water supply	or 25% of the annual sum insured or £1,000,000 in total
Public telecommunications services	in any one period of insurance whichever is the lower
Failure of selected public supplies 'terminal ends'	not insured
Fines, penalties and damages	£2,500 any one claim
Key person cover	£2,500 any one period of insurance Weekly benefit £250
Loss of attraction (damage)	not insured
	£2,500 any one period of
Loss reduction expenses	insurance

	Indemnity period of 12 weeks
	or £25,000 or 25% of the
Murder suicide or disease	annual sum insured in any
	one period of insurance
	whichever is the lower
Research and development expenses	not insured
Theft of buildings fabric	100% of the sum insured
Transit	£10,000 any one claim
Unspecified customers	£100,000 any one claim
Unspecified suppliers and storage sites	£100,000 any one claim
Endorsements that apply to this section	

### CC02 Floating amount insured (Business interruption)

The cover under this section applies to all locations occupied by you in connection with your business within the policy territories. Our liability will not exceed the sum insured shown in your policy schedule however many locations are affected.

## Specific section conditions that apply to this section

- 1 Deposit premium condition
- 2 Declaration linked cover
- 3 Subsidence

Money and personal accident assault section	Included
Cover details	Limits
Negotiable money in transit	£2,500
Negotiable money on premises during business hours	£10,000
Locked safe limit	£10,000
Negotiable money on premises and not in a locked safe outside business hours	£2,500
Maximum amount of negotiable money carried by any one person	£2,500
Maximum amount of negotiable money at the residence of any insured person	£2,500
Non-negotiable money limit	£250,000
Excess	
Each and every claim	£250
Endorsements that apply to this section	
n/a	
Specific section conditions that apply to this section	
2 Minimum security standards condition – Level 1	

## **Group personal accident section**

**Included** 

Insured Person(s)

Employees councillors & volunteers

Operative Time	Whilst undertaking business activities	
	Benefit payable	
Benefits Injury resulting in;		
1. Death	£100,000	
2. Loss of limb	£100,000	
4. Permanent total disablement	£100,000	
5. Temporary total disablement	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement	

### **Additional benefit**

6. Temporary partial disablement

# Medical expenses

In addition to the benefits specified above, we will refund medical expenses paid by the insured person due to injury and for which a claim is payable under this section. The maximum we will pay is 10% of the amount paid under Items 1, 2, 3 or 4 of the benefits table or 25% of the total amounts paid under Items 5 or 6, whichever is the greater, but subject to a maximum of £10,000.

Special conditions relating to payment of benefit:

### Maximum benefit limit

a) The maximum amount of benefit we will pay in total

for any one **insured person** is £1,000,000

b) The maximum amount of benefit in total we will pay

in respect of any one **accident** is £1,000,000

# **Employers liability section**

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£500 payable for up to 104 weeks excluding

the first 2 weeks of disablement

Cover details	Limit of indemnity
Employers Lightlity	£10,000,000 any one
Employers Liability	occurrence
Manalaughtar agets	£1,000,000 any one period of
Manslaughter costs	insurance
Safety logiclation costs	£1,000,000
Safety legislation costs	any one period of insurance
Townsiet Act	£5,000,000
Terrorist Act	any one occurrence

### Endorsements that apply to this section

### CC06 Employers Liability Tracing Office (ELTO) - mandatory information required

You must provide us with the following information for each entity insured under this section of the policy:

- 1. Employer name; and
- 2. Full address of employer including postcode; and

3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

**You** must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

### Public and products liability section Included Cover details Limit of indemnity £10,000,000 Public Liability any one event Hirers Indemnity £5,000,000 £500,000 Libel and slander any one period of insurance £10,000,000 **Products Liability** any one period of insurance £1,000,000 Clean up costs any one period of insurance £1,000,000 Data protection any one period of insurance £1,000,000 Manslaughter costs any one period of insurance £1,000,000 Safety legislation costs any one period of insurance £2,000,000 Terrorist Act any one period of insurance £2,500 Loss of third-party keys any one period of insurance Unauthorised use of third-party telephones by your £2,500 employees any one period of insurance Excesses Property damage £250 Clean up costs £250 All other claims £250 Endorsements that apply to this section n/a

# **Selected all risks section – cover for specific items**

Included

Item	Location	Sum insured
Civic Regalia	European Union	£0.00
Artwork	European Union	£0.00
Museum Articles	European Union	£0.00

Total Selected All Risks	European Union	£0.02
Business Equipment	European Union	£5,000
Excess		£250
Endorsements that apply		
n/a		
Specific section condition section		
2 Minimum security standa	rds condition – Level 1	

# Officers liability section (Officials Indemnity)

Included

Section Limit of Liability	Excess
Officers Liability ✓ covered £500,000	£nil

# **Employment practices liability section**

Included

Section Limit of Liability	Excess
Employment practices Liability ✓ covered £500,000	£nil

### CC182 Employment practices liability excess amendment

Under the Employment practices liability section of **your policy**, the **excess** shown in the Schedule is increased to £10,000. This **excess** however, will be reduced to £1,000 where **you** have registered with rradar, activated **your** account (set Password) and sought and followed the advice of rradar's legal advice line service in relation to any grievance or dispute, disciplinary action, proposed dismissal, redundancy or any other matter that may trigger an **Employment practice claim** under the **Policy**. This Endorsement will only apply to policies incepted or renewed on or after 01/06/2021, and not currently under an existing Long Term Agreement incepted before 01/06/2021.

# Council legal liability and legal expenses section (including Employee Dishonesty)

Included

Section Limit of Liability	Excess
Council Legal Liability and Legal Expenses <b>✓ covered</b> £500,000	£nil
Internet & email ✓ covered £500,000	
Employee Dishonesty ✓ covered £150,000	£250

### Endorsements that apply to this section

### Employee dishonesty cover amendment

The limit under this cover is as stated in the **schedule** and not as otherwise stated in the **policy**.

### CC183 Council legal liability and Legal Expenses (including Pursuit cover) excess amendment

Under the Council legal liability and legal expenses section of **your policy**, the **excess** is increased to £5,000. Furthermore, under the Section extensions, Legal pursuit cover, the **excess** shown is amended

to £2,500. This Endorsement will only apply to policies incepted or renewed on or after 01/06/2021, and not currently under an existing Long Term Agreement incepted before 01/06/2021.

Terrorism section	Not Insured
Cover details	
As per Property damage and Business interruption section	

Equipment breakdown section	Not Insured
Cover details	
Equipment	£0.00
	£5,000 total amount insured
Hazardous substances	across all Property sections
	combined
Reconstitution of electronic data	£5,000
Expediting expenses	£5,000
Computers	£5,000
Oil and water storage tanks	£5,000

### **Additional Endorsements**

The following amendment applies to your policy.

### Disease exclusion

The following exclusion is added to the Property damage section – All risks, Business interruption section – All risks, Money and personal accident assault section, Selected all risks section – cover for specified items and Equipment breakdown section of **your policy** where these sections are shown as operative on **your** schedule.

# Disease Exclusion

- 1. Notwithstanding any provision to the contrary within this policy except for any cover provided under Public and products liability section, Employers liability section, Group personal accident section, Officers' liability section, Employment practice liability section, Council legal liability and legal expenses section and Terrorism section, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. Subject to the other terms, conditions and exclusions contained in this policy, these sections will cover physical damage to property insured and any time element loss directly resulting therefrom where such physical damage is covered by the policy and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them or impact by any road vehicle or animal, storm, earthquake, flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Meanings of defined terms

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time element loss means business interruption, contingent business interruption or any other consequential losses.

### Section amendments

### **Business Interruption Section - All risks**

The following amendments apply to the Business Interruption section – All risks of your policy where the Business interruption section – All risks is shown as operative on your schedule.

# Denial of access (damage) cover

This endorsement deletes and replaces the Denial of access cover detailed in the Business interruption section – All risks of your policy.

### Denial of access (damage) cover

We will cover you for any loss covered by this section, resulting from interruption of or interference with your business caused by damage by the insured perils to property within a 1 mile radius of your premises which prevents or hinders the use of your premises, or access to it, regardless of whether your premises is damaged or not.

### Provided that

- these insured perils would be covered under the Property damage section all risks if we insured your premises under this section.
- 2. the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks during which time the results of the **business** are affected.
- 3. **our** liability for any one claim and in any one **period of insurance** will not exceed the limit shown in **your** schedule, irrespective of the number of **premises** insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.
- 4. this does not include any damage to property from which you obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services.
- 5. **we** will not cover any incident involving interference or interruption with the **business** that is less than 8 hours.

For the purposes of the cover provided under this **Denial of access (damage) cover**, **insured perils** means

fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

### Denial of access (non damage) cover

This endorsement deletes the Denial of access (non damage) cover detailed in the Business interruption section – All risks of your policy where shown as operative on your schedule.

### Denial of access (non damage) cover

We will cover you for any loss resulting from interruption of or interference with the business where access to, exit from or use of your premises is impaired, prevented or restricted for more than 8 hours being the franchise period arising directly from

- the compulsory actions taken by the police, competent authority or any other statutory authority in response to an emergency incident occurring at your premises or within a 1 mile radius of your premises
- 2. the unlawful occupation of your premises by third parties.

### Provided that

- 1. the maximum indemnity period shall be 12 weeks in any one period of insurance
- our liability for any one claim will not exceed the limit shown in your schedule, irrespective of the number of premises insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

We will not cover you where access to, exit from or use of your premises is impaired, prevented or restricted as a result of

- physical damage to property at your premises or elsewhere
- 2. strikes, picketing, labour disturbances or trade disputes
- 3. the condition of or the **business** conducted within **your premises** or any other **premises** owned or occupied by **you**
- 4. murder, suicide, illness, disease or pathogens capable of causing disease or illness or any other hazards to health
- 5. actions where you have been given prior notice
- any advice given or actions taken in controlling, preventing or supressing the spread of any disease or illness
- 7. any change in law or the enactment of new legislation (including statutory regulations)

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the prevention, impairment or restriction of access.

### Failure of selected public supplies cover

This endorsement deletes and replaces the Failure of selected public supplies cover detailed in the Business interruption section – All risks of your policy.

### Failure of selected public supplies cover

We will cover you for any loss resulting from interruption or interference with your business caused by the accidental failure of

- 1. the public electricity supply at your supplier's generating station or sub station
- 2. the public gas supply at your supplier's land based premises
- 3. the public water supply at your supplier's waterworks or pumping station
- 4. the public telecommunications services at your supplier's land based premises

from which you obtain electricity, gas, water or telecommunications services within the policy territories where such accidental failure is a direct result of damage caused by an insured peril.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the limit shown in **your** schedule irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

We will not cover

- a. any failure
  - i. which does not involve cessation of supply, for at least 8 hours
  - ii. due to an excluded cause
- b. loss resulting from failure caused by
  - the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
  - ii. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

For the purposes of the cover provided under this **Failure of selected public supplies cover** insured peril means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

### Failure of selected public supplies terminal ends cover

This endorsement deletes the Failure of selected public supplies terminal ends cover detailed in the Business interruption section – All risks of your policy.

### Failure of selected public supplies terminal ends cover

We will cover you for any loss resulting from interruption or interference with your business caused by the accidental failure of

 the public electricity supply at the 'terminal ends' of your supplier's service feeds to the premises within the policy territories

- 2. the public gas supply at your supplier's meters to the premises within the policy territories
- the public water supply at your supplier's main stop cock serving the premises (other than by drought) within the policy territories
- the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the premises within the policy territories

where such accidental failure(s) is a direct result of damage caused by an insured peril.

Provided that after the application of all other terms and conditions of the section, **our** liability will not exceed limit shown in **your** schedule irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of the **business** are affected regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured

but we will not cover

### a any failure

- which does not involve cessation of supply, for at least the franchise period of time of 24 hours
- ii. due to an excluded cause

b loss resulting from failure caused by

- the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- ii. strikes or any labour or trade disputes
- iii. solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

If an incident occurs resulting in a claim under this extension you cannot claim under the Failure of selected public supplies cover extension for the same incident.

For the purposes of the cover provided under this **Failure of selected public supplies terminal ends cover insured peril** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

### Key Person cover

This endorsement deletes and replaces the Key person cover detailed in the Business interruption section – All risks of your policy

# Key person cover

We will cover you for the expense you incur in replacing a key person less any savings you are

able to make in order to avoid or reduce the loss as a result of

- 1. a) the death of a key person except due to illness
  - b) the accidental bodily injury lasting more than 14 days to a **key person** which in the opinion of an independent medical officer will in all likelihood prevent them from carrying out their usual employment or usual occupation

But we will not make any payment where the accidental bodily injury to the key person is directly or indirectly caused by or results from

- a) any emotional or psychiatric disorder or condition;
- b) the **key person** taking or using drugs or controlled substances (other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **key person**):
- c) the **key person** committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger (unless trying to save a human life);
- d) any criminal act by you or the key person;
- e) pregnancy or any condition connected with pregnancy or childbirth;
- f) any physical defect, infirmity or medical condition .

If a key person is suffering from temporary disablement, we will pay only for the period of that key person is disablement and we will consider the key person to have made a recovery when they are able to engage in and perform the major duties of their role in your activities.

The cover will only apply from the date of the death or the date of the accidental bodily injury lasting more than 14 days occurring to a **key person** and end a maximum of 12 weeks after this date.

Our liability will not exceed the lower of the limit shown in your schedule or the amount of loss resulting from interference or interruption to with the business for up to a maximum of 12 weeks in any one period of insurance.

### Loss of Attraction (damage) cover

This endorsement deletes and replaces the Loss of attraction cover detailed in the Business interruption section – All risks of your policy.

### Loss of attraction (damage) cover

We will cover you for any loss covered by this section, resulting from interruption of or interference with your business caused by damage by the insured perils to property within a 1 mile radius of your premises which cause you to lose custom, whether your premises or property are damaged or not.

### Provided that

- these insured perils would be covered under the Property damage section all risks if we insured your premises under this section.
- 2. the maximum indemnity period shall be 12 weeks in any one period of insurance

The most we will pay for this cover in any one period of insurance is the limit shown in your schedule irrespective of the number of premises insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this Loss of attraction (damage) cover insured perils means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, flood, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

### Murder suicide or disease cover

This endorsement deletes and replaces the Murder, suicide or disease cover detailed in the Business interruption section – All risks of your policy

### Murder suicide or disease cover

We will cover you for any loss insured by this section resulting from interruption of or interference with the business conducted by you at your premises during the period of insurance as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

- i. Acute Encephalitis
- ii. Acute Poliomyelitis
- iii. Anthrax
- iv. Chicken Pox
- v. Diphtheria
- vi. Dysentery caused by Shigella
- vii. Legionellosis
- viii. Legionnaires' Disease
- ix. Malaria
- x. Measles
- xi. Meningococcal Infection
- xii. Mumps
- xiii. Opthalmia Neonatorum
- xiv. Paratyphoid fever
- xv. Bubonic, Septicemia and Pneumonic Plague
- xvi. Rabies
- xvii. Rubella
- xviii. Tetanus
- xix. Tuberculosis
- xx. Typhoid Fever
- xxi. Whooping Cough
- xxii. Yellow Fever

manifested by any person whilst at **your premises** which directly results in the compulsory closing of the whole or part of **your premises** by order of a public authority authorised to prevent or restrict access to **your premises** 

2 murder or suicide at your premises

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at your premises

4 the discovery of vermin or pests in the building(s) at **your premises** that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of **your premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **your premises** 

### We will not cover:

- a. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- any loss to the extent that it would have been caused in any event by disease occurring in a
  wider geographical area extending beyond your premises, or by vermin or pests being
  discovered in a wider geographical area beyond the building(s) at your premises.
- c. any incident involving interference or interruption to the business that is less than 8 hours

Any Disease or Coronavirus exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 12 weeks in any one period of insurance commencing from the date of

- 1. the compulsory closing of the whole or part of **your premises** (in relation to clauses 1 and 5 of this cover)
- 2. the discovery of murder or suicide (in relation to clause 2 of this cover)
- 3. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- 4. the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum indemnity period or limit shown in your schedule, irrespective of the number of premises insured. The 'Reinstatement of sum insured after loss condition' shall not apply in respect of this endorsement.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and Policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.