



redefining / standards

Date of this letter  
**4th June 2021**

Master policy number  
**RGBDX6962034**

Quote number  
**5310504**

 **01483 462860**

 **local.councils@came  
andcompany.co.uk**

# 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 [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy) 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**

Bradford Peverell Parish Council  
12 Sussex Road  
Weymouth  
Dorset  
DT4 0PL

## **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 Annual Premium**

Premium: £564.46

Insurance Premium Tax (IPT) at the current rate: £67.73

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Total amount payable: £632.19

## Your cover summary

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

## Quote covers

<b>Property damage section</b>	<b>Included</b>
<b>Property insured</b>	<b>Sum insured</b>
All risks including theft	
Buildings including subsidence (unless otherwise specified)	£0.00
General Contents	£0.00
Gates & Fences	£0.00
Mowers & Machinery	£0.00
Natural Surfaces	£0.00
Other Surfaces	£0.00
Office Contents	£1,142.02
Outside Equipment	£0.00
Playground Equipment	£16,747.68
Sports Equipment	£0.00
Street Furniture	£14,431.97
War Memorials	£0.00
<b>Additional covers</b>	
<b>Cover</b>	<b>Limits</b>
Bequeathed property	Buildings: 100,000 or 10% of the buildings sum insured, whichever is the lower. Contents: £10,000 any one item £25,000 in total
Capital additions	10% of building sum insured or £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 £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
<b>Contents definition automatically includes</b>	<b>Limits</b>
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
<b>Excesses</b>	
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

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All other damage £250

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**Endorsements that apply to this section**

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**“Excess Amendments**

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 inceptioned or renewed on or after 01/06/2020, and not currently under an existing Long Term Agreement inceptioned 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**

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

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**Specific section conditions that apply to this section**

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3 Subsidence cover

4 Deep fat frying condition

7 Loss of excess/No Claims Discount

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**Business interruption section**

**Included**

<b>Cover Sum insured</b>	
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
<b>Additional covers</b>	
<b>Cover</b>	<b>Limits</b>
Contract sites	£10,000 any one contract site 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 (damage)	not insured
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 Indemnity period of 12 weeks or 25% of the annual sum insured or £1,000,000 in total in any one period of insurance whichever is the lower
Public gas supply	
Public water supply	
Public telecommunications services	
Failure of selected public supplies 'terminal ends'	not insured
Fines, penalties and damages	£2,500 any one claim £2,500 any one period of insurance Weekly benefit £250
Key person cover	not insured
Loss of attraction (damage)	£2,500 any one period of insurance
Loss reduction expenses	£2,500 any one period of insurance
Patterns	£10,000 any one claim Indemnity period of 12 weeks or £25,000 or 25% of the annual sum insured in any one period of insurance whichever is the lower
Murder suicide or disease	not insured
Research and development expenses	100% of the sum insured
Theft of buildings fabric	£10,000 any one claim
Transit	£100,000 any one claim
Unspecified customers	£100,000 any one claim
Unspecified suppliers and storage sites	£100,000 any one claim

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**Endorsements that apply to this section**

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**CC02 Floating amount insured (Business interruption)**

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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.

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**Specific section conditions that apply to this section**

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1 Deposit premium condition

2 Declaration linked cover

3 Subsidence

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**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**

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n/a

**Specific section conditions that apply to this section**

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2 Minimum security standards condition – Level 1

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**Group personal accident section****Included****Insured Person(s)**

Employees councillors &amp; 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

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<b>5. Temporary total disablement</b>	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement
<b>6. Temporary partial disablement</b>	£500 payable for up to 104 weeks excluding the first 2 weeks of disablement

### Additional benefit

#### 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

**Included**

### Cover details

### Limit of indemnity

Employers Liability	£10,000,000 any one occurrence
Manslaughter costs	£1,000,000 any one period of insurance
Safety legislation costs	£1,000,000 any one period of insurance
Terrorist Act	£5,000,000 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**

<b>Cover details</b>	<b>Limit of indemnity</b>
Public Liability	£10,000,000 any one event
Hirers Indemnity	£5,000,000
Libel and slander	£500,000 any one period of insurance
Products Liability	£10,000,000 any one period of insurance
Clean up costs	£1,000,000 any one period of insurance
Data protection	£1,000,000 any one period of insurance
Manslaughter costs	£1,000,000 any one period of insurance
Safety legislation costs	£1,000,000 any one period of insurance
Terrorist Act	£2,000,000 any one period of insurance
Loss of third-party keys	£2,500 any one period of insurance
Unauthorised use of third-party telephones by your employees	£2,500 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**

<b>Item</b>	<b>Location</b>	<b>Sum insured</b>
Civic Regalia	European Union	£0.00
Artwork	European Union	£0.00
Museum Articles	European Union	£0.00
<b>Total Selected All Risks</b>	<b>European Union</b>	<b>£0.00</b>
Business Equipment	European Union	£5,000
<b>Excess</b>		<b>£250</b>

#### **Endorsements that apply to this section**

n/a

#### **Specific section conditions that apply to this section**

2 Minimum security standards 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 radar, activated **your** account (set Password) and sought and followed the advice of radar'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 ✓ covered £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

<b>Cover details</b>	
Equipment	£0.00
Hazardous substances	£5,000 total amount insured 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 with the exception of the Key Person cover, 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

1. 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

1. 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**
2. **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

1. 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
6. any advice given or actions taken in controlling, preventing or suppressing 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

- i. 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

1. 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**
3. the public water supply at **your** supplier's main stop cock serving the **premises** (other than by drought) within the **policy territories**
4. 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

- i. 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

- i. 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 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**
- 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
- c) the **key person** contracting an illness or disease lasting more than 14 days which first becomes apparent during the **period of insurance**.



But **we** will not make any payment where the accidental bodily injury or illness 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, unless the defect, infirmity or condition has been without the need for any medical advice or medical treatment during the 24 month period preceding that **key person** suffering the accidental bodily injury or contracting the illness.
- g) any coronavirus or the disease it causes, including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19), severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS), Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS), or any mutation or variation thereof. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof.
- h) any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic.

If a **key person** is suffering from temporary disablement, **we** will pay only for the period of that **key person's** 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.

**Our** liability under this cover will not exceed the limit shown on **your** schedule 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

1. 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. Ophthalmia 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;
- b. 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.