



Policy Document



Contents

Insuring Clause	Page 5
Policy Definitions	Page 6
Policy Conditions	Page 8
Policy Exclusions	Page 12
The Cover Provided	
SECTION 1 – Property Damage	Page 15
SECTION 2 – Money	Page 19
SECTION 3 – Public and Products Liability	Page 20
Claims Handling	Page 26
Complaints Procedure	Page 27
Data Protection	Page 28

Thank you for choosing Catlin Insurance a leading global specialty insurer and reinsurer. We provide creative risk management solutions and excellent financial security to clients worldwide.

Catlin UK (Catlin Insurance Company (UK) Limited) writes property and casualty classes of insurance primarily for smaller to medium size commercial clients in the United Kingdom.

Catlin UK's business is produced by London market brokers and by regional brokers through a network of offices throughout the United Kingdom.

Catlin UK offices are located in London, Glasgow, Leeds, Derby, Birmingham, Watford and Tonbridge.

Catlin UK underwriters are truly specialists in their classes of business and are committed to providing proactive service, both to the broker and the client.

During the underwriting process, Catlin UK works with the broker and client to understand all facets of the risk. Quotations and policy documents are issued quickly and, when an event occurs that could lead to a claim, we stand with the client and the broker to ensure that issues are resolved quickly and without friction.

Besides the classes of business targeted at UK commercial clients, Catlin UK also writes many of the same classes of business underwritten by the Catlin Syndicate.

Should you need further details or have any questions your Insurance Advisor Counce O'Hara & Co Ltd will be delighted to help.

Important

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your insurance adviser Counce O'Hara & Co Ltd.

If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us, or Your Insurance adviser when You renew this policy.

Introduction

Your Sales Agent Combined Policy is made up of several parts which must be read together as they form your contract.

Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions.

If you wish to change anything or if there is anything you do not understand, please let your insurance adviser Caunce O'Hara & Co Ltd know. Adjustments are easily made and we will be pleased to help.

The parts of the Policy are:-

- The online application you completed at www.salesagentinsure.co.uk.
- This Introduction; the Insuring Clause; the Policy Definitions; the Policy Conditions and Policy Exclusions, all of which apply to all Sections of the Policy.
- The Sections of cover available, including the Section Conditions and Special Conditions which apply to the Section.
- The Schedule, which confirms the Sections of cover that are insured and which includes any additional clauses applied to the Policy.
- The minimum security requirements.

Any Section stated to be 'not insured' in the Schedule shall be in operative.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy.

Catlin Insurance contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100% of the claim.

For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

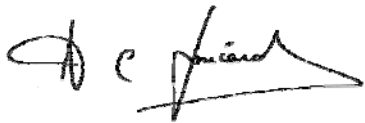
We strive to provide a first-class service. However, if you are in any way dissatisfied, contact your insurance adviser Caunce O'Hara & Co Ltd

Insuring Clause

The Statement of Fact and any information supplied by or on behalf of the Insured forms the basis of this contract between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Catlin UK
(Catlin Insurance Company (UK) Limited)



Andreas Loucaides
Chief Executive

Policy Definitions

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

Building(s)

Building belonging to the Insured or for which they are responsible at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Damage / Damaged

Loss or destruction of or damage.

Excess

First part of each and every claim, for which the Insured is responsible, specified in the Schedule

Insured

Insured named and shown in the Schedule.

Insurer

Catlin UK (Catlin Insurance Company (UK) Limited)

Money

Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps, Holiday with Pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts belonging to the Insured or for which the Insured are responsible.

Office Equipment

All Sales Agent related Contents including Computer and Electronic Equipment other than Stock in trade belonging to the Insured or held by the Insured in trust and for which the Insured are responsible, whilst in the Buildings.

Period of Insurance

Period from the effective date to the renewal date as shown in the Schedule.

Policy

Document as described in the Introduction

Premises

Address as stated in the Schedule

Promotional Literature

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

Property / Property Insured

Office Contents including Computer and Electronic Equipment, Stock and other items shown and/or described in the Schedule.

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

Sales Agent

Contractual arrangement under which an agent acquires the right to negotiate sale of a principal's goods or services, usually in exchange for a commission or fee computed as a percentage of sales generated.

Schedule

Part of this Policy that details information forming the basis of this contract and that shows the Sections of this Policy operative

Section / Sections

Parts of this Policy that detail the insurance cover provided by this Policy

Stock

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

Sum Insured

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

Total Sum Insured

Total amount payable by the Insurer under any Section

Unoccupied

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than thirty (30) consecutive days

Policy Conditions

The following conditions apply to this Policy unless stated to the contrary under the conditions in the Sections

Conditions Precedent to Liability

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

Policy Voidable

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

Reasonable Precautions

The Insured shall take all reasonable care

- a) to prevent accidents and any injury or Damage
- b) to observe and comply with statutory or local authority laws, obligations and requirements
- c) in the selection and supervision of employees
- d) to maintain the Buildings, Contents and everything used in the Business in efficient and safe working order
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Claims – Action by the Insured

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

- a) notify the Insurer within thirty (30) days (within seven (7) days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-outworkers, persons taking part in labour disturbances, malicious persons or theft) or such further time as the Insurer may allow
- b) notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or consequential loss which may form the subject of a claim under this Policy
- c) notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
- d) pass immediately, and unacknowledged, any letter of claim to the Insurer
- e) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss
- f) retain unaltered and unrepaired anything in anyway connected with the injury, Damage or consequential loss for as long as the Insurer may reasonably require
- g) furnish with all reasonable despatch at the Insured's expense
 - (i) such further particulars and information as the Insurer may reasonably require
 - (ii) if required, a statutory declaration of the truth of the claim
 - (iii) details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it

- h) make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i) not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j) allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

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

Claims – The Rights of the Insurer

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

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

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

Cancellation The Rights of the Insured

The Insured has the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The Insured should exercise this right by contacting their insurance adviser.

Alternatively the Insured can write to the Insurer's registered office which is found on the back of the policy wording.

If the Insured does exercise their right to cancel during the "cooling off period", they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less £25 to cover operational costs.

If the Insured does not exercise their right to cancel during the "cooling off period", the Policy premium becomes due, they may not be entitled to a refund of premium and the Policy may run for its full term. If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving fourteen (14) days notice in writing to their insurance adviser. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid, less £25 to cover operational costs.

The Rights of the Insurer

The Insurer may cancel this Policy by giving the Insured fourteen (14) days notice in writing sent to their last known address. The Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance.

Fraud

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

Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment. The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company for whom the Insured acts as Sales Agent or for standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case with in the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted by the Insurer), such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

Law Applicable to Contract

Unless agreed otherwise:

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

Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

Non Invalidation

This Policy shall not be invalidated by

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

Discharge of Liability

The Insurer may absolve itself from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified limit of liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum limit of liability for any one Period of Insurance whichever is the less, together with the amount of any costs and expenses to the date of such payment.

Protections

The Insured must ensure that all security protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurer shall be in full operation securing the Premises whenever the Premises are left unattended.

Minimum Security Requirements

It is a condition precedent to Our liability, unless otherwise agreed by Us in writing that the following protections be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are left unattended:

on timber final exit doors (excluding sliding doors):

if single leaf, a mortise deadlock conforming to BS3621 with matching boxed steel striking plate;

on all other steel doors and all other sliding doors (excluding sliding patio doors):

substantial padlocking bar and good quality close shackle padlock fitted externally, or substantial padlocking bar and good quality open shackle padlock fitted internally.

on sliding patio doors:

a manufacturer's patent key operated locking system which engages bolt work into the doorframe either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed);

or

two key-operated patio door locks fitted internally, one at the top and one at the bottom of each opening section.

if double leaf, on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case; on the second closing leaf a mortise deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock;

if single or double leaf and also outward opening, hinge bolts fitted top and bottom.

on external aluminium or UPVC doors (excluding sliding and fire exit doors):

cylinder operated mortise deadlock and, if double leaf, flush bolts on the first closing leaf.

on steel final exit doors and all sliding final exit doors:

substantial padlocking bar and good quality close shackle padlock.

on opening basement and ground floor windows and fanlights, and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes:

key-operated window locks with the keys removed when in operation;

or

solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window.

Unoccupancy

It is a condition precedent to Our liability that whenever the Premises are left unattended for more than 20 consecutive nights that the heating is left on or all water is drained from pipes and heating equipment and the building is inspected weekly by You or Your appointed representative.



Policy Exclusions

The following Exclusions apply to this Policy unless stated to the contrary under the Exclusions in the Sections

This Policy does not cover

Territorial Limit

Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

War

Damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from, or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Sonic Bangs

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

Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of Damage or any consequential

loss by fire or explosion) strikers, locked-outworkers, persons taking part in labour disturbances or malicious persons.

Pollution or Contamination

Damage caused by or resulting from pollution or contamination except such Damage to the Property Insured or, if applicable, loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business caused by

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

Changes In Water Table Level

Damage attributable solely to changes in the water table level.

E-Risks

Loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:

- (i) Programming or operator error whether by the Insured or any other person
- (ii) Virus or Similar Mechanism (as defined below)

(iii) Hacking (as defined below)

(iv) Malicious persons

(v) Failure of external networks

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

any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in the first paragraph of this Exclusion unless, in respect of i, ii or iii above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in the first paragraph of this Exclusion unless, in respect of loss or damage to other property arising from i, ii or iii above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion

loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:

- (i) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-outworkers, persons taking part in labour disturbances or civil commotions, or malicious persons
- (ii) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or

software due to any cause not included in (i) above

(iii) any misinterpretation, use or misuse of information on computer systems or other records, programs or software unless, in respect of ii and iii above, such loss, destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described elsewhere in this Exclusion.

For the purpose of this Exclusion:

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

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

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

Computer Date Exclusion

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the

Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

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

Excess

Any Excess

Terrorism

In respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

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

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

In respect of territories other than those stated above:

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

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

For the purpose of this Exclusion an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Or

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

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

Section 1 – Property Damage

Definitions

Premises

The Buildings at the address shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied by the Insured for the purpose of the Business and Residency.

Cover

The Insurer will pay the Insured for Damage to Property Insured at the Premises or in transit to and/or from customer's premises caused by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

Events

1. Fire, excluding Damage caused

- (a) By explosion resulting from fire
- (b) By earthquake or subterranean fire
- (c) By its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
- (d) To any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, overrunning, excessive pressure, short circuiting, self heating or leakage of electricity

Lightning

Explosion

- (a) of boilers
- (b) of gas

used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire.

2. Explosion excluding Damage

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

3. Aircraft or other aerial devices or articles dropped from them.

4. Riot, Civil Commotion, Strikers, Locked Out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons excluding

- (a) Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- (b) Damage arising from cessation of work
- (c) Damage
 - (i) by theft or attempted theft
 - (ii) in respect of any building which is Unoccupied directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion

5. Earthquake.

6. Subterranean Fire.

7. Storm, Tempest or Flood, excluding

- (a) Damage attributable solely to change in the water table level
- (b) Damage by frost, subsidence, ground heave or landslip
- (c) Damage in respect of fences, gates or moveable property in the open
- (d) Damage to open-fronted or open-sided Buildings or to Property contained therein.

8. Escape of Water from any Tank, Apparatus or Pipe, excluding

- (a) Damage by water discharged or leaking from any automatic sprinkler installation
- (b) Damage in respect of any Building which is Unoccupied.

9. Impact by any road vehicle or animal

10. Theft or Attempted Theft involving forcible and violent entry to or exit from the Buildings or hold-up by violence or threat of violence to the Insured or any partner, or members of their family or any other person who has a legal right to be on the Premises excluding Damage

- (a) expedited or in any way brought about by the Insured or any partner, or members of their family or any other person who has a legal right to be on the Premises
- (b) to Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
- (c) to Property in the open or in open sided or fronted buildings or in

buildings not on permanent foundations unless such buildings are specifically described in the Schedule.

11. Accidental Damage, excluding

- (a) Damage caused by or consisting of or arising from or attributable to
 - (i) any of the Events
 - (ii) any of the exclusions to the Events specified in Events 1 to 10, whether Events 1 to 10 are insured or not
- (b) Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude Damage which itself results from a cause not otherwise excluded
- (c) Damage caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured.

but this shall not exclude
 - (i) such Damage not otherwise excluded which itself results from an insured Event
 - (ii) subsequent Damage which itself results from a cause not otherwise excluded
- (d) Acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Events 1 to 10
- (e) Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish

but this shall not exclude

- (i) such Damage not otherwise excluded which itself results from Events 1 to 10
 - (ii) subsequent Damage which itself results from a cause not otherwise excluded
- (f) Damage consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- (i) such Damage not otherwise excluded which itself results from Events 1 to 10
 - (ii) subsequent Damage which itself results from a cause not otherwise excluded
- (g) Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- (h) Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- (i) Damage in respect of jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books, china, earthenware, marble or other fragile or brittle objects, Money, bonds or securities of any description

but this shall not exclude other Damage in so far as it is not otherwise excluded

Basis of Settlement

The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property

The Insurer's liability under each item is limited to the Sum Insured

Automatic Reinstatement

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

Basis of Claims Settlement

The Basis of Settlement for each and every item other than Trade Samples & Stock shall be on a Reinstatement Basis.

Excess

The Company shall not be liable for the first amount of £50.00 in respect of each and every claim.

Conditions

The Policy Conditions apply to this Section and in addition:

1. The Insured must install any additional protections to any Vehicle asked for by the Insurer and ensure that Vehicles are maintained in roadworthy condition.
2. Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that:
 - (a) all security locks, alarms and other security devices are maintained in an efficient working condition

- (b) all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the Vehicles are left unattended

Exclusions

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

1. Property which at the time of the happening of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
2. any Property more specifically insured by or on behalf of the Insured.
3. Damage to paintings, prints and works of art with a value in excess of £10,000 any one item unless specifically described in the Schedule.
4. consequential loss or Damage of any kind or description.
5. Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such vehicle is protected as described under the terms of Section Condition 2 of this Section
6. the Excess.

Section 2 – Money

Definitions

In Transit

In transit in the personal custody of the Insured.

Money

Negotiable Money belonging to the Insured or for which the Insured are responsible.

Negotiable Money

Cash, bank and currency notes, credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not affixed to cards, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens, consumer redemption vouchers, mobile telephone vouchers and telephone cards.

Non-Negotiable Money

Crossed cheques, crossed postal orders, crossed bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices.

Cover

The Insurer will indemnify the Insured in respect of the limits of indemnity stated in the Schedule against Damage to Money occurring during the Period of Insurance held in connection with the Business by any cause not excluded.

Exclusions

The Policy Exclusions apply to this Section and in addition:

The Insurer will not pay for

1. Loss arising from the dishonesty of the Insured or any family member.
2. Loss due to theft of or from any unattended vehicle.

3. Shortage due to error or omission.

Conditions

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

Precautions

The Insured must keep a proper written record of all Money covered by this Section and allow the Insurer to inspect this record at all reasonable times.

Section 3 – Public & Products Liability

Definitions

Business

That of Sales Agent conducted solely From Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Injury

1. bodily injury, death, disease, illness, mental injury or nervous shock.
2. invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Limit of Indemnity

The limit of indemnity specified in the Schedule

Offshore Installations

1. any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation.
2. any installation in the sea or tidal waters which is intended for the storage or recovery of gas
3. any pipe or system of pipes in the sea or tidal waters
4. any installation which is intended to provide accommodation for persons who work on or from the locations specified in 1, 2 or 3 of this definition.

Pollution or Contamination

1. all pollution or contamination of buildings or other structure or of water or land or the atmosphere and
2. all Injury, or Damage directly or indirectly caused by such pollution or contamination.

3. All pollution or contamination which arises out of or in connection with one incident shall be deemed to have occurred at the time such incident takes place.

Products

Any goods or other material property (including their containers, packaging, labeling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by the Insured in connection with the Business and not in the charge or control of the Insured.

Territorial Limits

1. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
2. any other member country of the European Union
3. elsewhere in the world in respect of Injury, Damage caused by or arising from
 - (a) non-manual activities of the Insured occurring during any journey or temporary visit
 - (b) Products

Act of Terrorism

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

Cover

Item 1 - Public Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of accidental:

- 1) Injury to any person
- 2) Damage to material property
- 3) nuisance, trespass, obstruction or interference with any right of way, light, air or water occurring within the Territorial Limits during the Period of Insurance in connection with the Business and not caused by or rising from Products other than
 - a) any Products connected with the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose or the accidental obstruction of pedestrian or vehicular traffic caused by loads delivered by any vehicle of the Insured.

Item 2 - Products Liability

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

- 1) Injury to any person
- 2) Damage to material property occurring during the Period of Insurance and caused by or arising from Products.

Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- 1) in connection with the defence of any claim

- 2) for representation of the Insured

- a) at any coroner's inquest or fatal accident inquiry in respect of death
- b) at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage

which may be the subject of indemnity under this Section.

Limit of Indemnity

The Insurer's liability for all compensation payable in respect of

- I. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- II. all Injury and Damage sustained by all claimants occurring during any one Period of Insurance and caused by and arising from Products
- III. all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the Limit of Indemnity as shown in the Schedule.

The Insurer's Liability shall not exceed the Limit of Indemnity as shown in the Schedule or £5,000,000 (whichever is the lesser) in respect of an act of Terrorism. If the Insurer alleges that by reason of limitation b any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.

Extensions

Indemnity to Other Parties

If the Insured so request the Insurer will indemnify any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- I. each such party shall observe fulfill and be subject to the terms and conditions of this Section in so far as they can apply
- II. the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity as shown in the Schedule.

Joint Insured Cross Liabilities

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.

Overseas Personal Liability

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of the Insured or family member normally resident within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in the course of any journey or temporary visit to any other country made in connection with the Business.

Motor Contingent Liability

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Insured but this Section does not cover liability

- I. in respect of Damage to such vehicle
- II. arising out of any such use in any country outside the European Union
- III. incurred by any party other than the Insured
- IV. incurred by any party identified in Extension (Indemnity to Other Parties)

For the purpose of this cover Exclusion 1 of this Section does not apply.

Health and Safety at Work – Legal Defence Costs

The Insurer will indemnify the Insured in the terms of this Section in respect of

- a) costs and expenses incurred with the Insurer's written consent
- b) costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- I. the proceedings relate to the health, safety or welfare of any person other than an Employee
- II. the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) costs or expenses insured by any other insurance.

Data Protection

The Insurer will indemnify the Insured against the sums which the Insured become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for damage or distress resulting from failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance.

Provided that the Insured is

- I. a registered user in accordance with data protection legislation
- II. not in business as a data processing bureau.

The total amount payable including all costs and expenses under this paragraph in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The Insurer will not pay

- I. for any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- II. any Damage or distress caused by any act of fraud or dishonesty
- III. the costs and expenses of rectifying, rewriting or erasing data
- IV. liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- V. the payment of fines or penalties.

Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

The Insurer will not pay for

- I. the cost of rectifying any Damage or defect in the premises or land disposed of
- II. liability for which the Insured is entitled to indemnity under any other insurance.

Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

Part 2 of the Consumer Protection Act 1987

or

Section(s) 7, 8, 14, and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business provided that the Insurer shall have the conduct and control of all the said proceedings and appeals.

The Insurer will not pay for

- I. fines or penalties of any kind
- II. proceedings or appeals in respect of any deliberate act or omission
- III. costs or expenses insured by any other policy.

Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer

Provided that the Insurer shall not in any event provide indemnity

- I. under Exclusion 9a of this Section except as stated therein
- II. in respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

Exclusions

Policy Exclusions 2, 3 and 9 apply to this Section and in addition it does not cover:

1. Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.
2. Liability in respect of Injury or Damage arising in connection with work on or travel to or from Offshore Installations.
3. Liability in respect of
 - I. fines, penalties or liquidated damages
 - II. punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.
 - III. Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
 - IV. Pollution or Contamination occurring elsewhere unless caused by a sudden, identifiable, unintended and unexpected

incident which takes place in its entirety at a specific time and place during the Period of Insurance.

4. Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.
5. Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to float on or in or travel through water, air or space (other than hand-propelled watercraft).
6. Liability in respect of Damage to any property belonging to or in the charge or control of the Insured.
7. Liability in respect of Damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured and all costs of or arising from the need for reinstatement, making good, removal, repair, rectification, replacement or recall of any such goods or property or any defective work executed by or on behalf of the Insured.
8. In respect of Injury or Damage caused by or arising from Product
9. the Excess.

Conditions

Policy Conditions 1 to 11 apply to this Section and in addition the following:

Discharge of Liability

The Insurer may pay to the Insured in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting there from any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence except for the amount of any costs and expenses incurred prior to the date of the payment.

Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

You should notify your insurance adviser Counce O'Hara & Co Ltd promptly, if an incident occurs that may lead to you making a claim and immediately, in the event of a serious accident, loss or damage

Please provide as much information as possible about the claim, and your policy reference if available

We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult your insurance adviser Counce O'Hara & Co Ltd.

You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult your insurance adviser Counce O'Hara & Co Ltd.

You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim.

If emergency work has been completed on your own authority please contact us via your insurance adviser before permanent repairs begin.

Please do not dispose of damaged items before we have had the opportunity to inspect them.

You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them.

Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else.

If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly via your insurance adviser, and send any letters, writs or summons to us unanswered

Our aim is to deal with your claim promptly and fairly.

Depending on the type of claim and value involved we may:

- forward a claim form for you to complete and sign
- appoint an independent Loss Adjuster to deal with your claim
- arrange for one of our Claims staff to visit you
- reply to you via your insurance adviser by letter or by telephone.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Initially please raise your concerns with Counce O'Hara & Company Ltd (Insurance Brokers) who define a complaint as any expression of dissatisfaction, whether oral or written and whether justified or not, about a service or activity provided in connection with this insurance policy. If you have a complaint, please contact Counce O'Hara & Company Ltd in the first instance.

Mr Christopher Counce
Counce O'Hara & Company Ltd
City Wharf
New Bailey Street
Manchester
M3 5ER
Tel No: 0161 833 2100

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details:

Customer Relations Office
Catlin UK
3 Minster Court
Mincing Lane
London EC3R 7DD
United Kingdom

Telephone: +44 (0)20 7626 0486

Fax: +44 (0)20 7623 9101

What to do if you are still not satisfied

If you are still not satisfied, Catlin UK is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 0801800
web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced"



Data Protection Act

All personal information supplied by you will be treated in confidence by Catlin Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law.

In order to provide you with products and services this information will be held in data systems of the Catlin Insurance Group of companies or our agents or subcontractors.

Catlin Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.





CATLIN

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Catlin Insurance Company (UK) Ltd. Registered in England number 5328622 Registered office: 6th Floor, 3 Minster Court, Mincing Lane, London, EC3R 7DD, United Kingdom.

Catlin Insurance is authorised and regulated by the Financial Services Authority. Our registration number is 121849.

This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

