

POLICY BOOKLET



*Property Owner Insurance*

Jersey Mutual Insurance Society

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Jersey Mutual is regulated by the Jersey Financial Services Commission

09/20



## SINCE 1869

Jersey Mutual Insurance Society has been exclusively owned by our Members. With 27 directors personally serving your 12 parishes, we are committed to providing you with the highest level of service at all times. Because all of our profits are invested back into the Society, we are always working to stabilise premiums, increase cover and improve our service to you.



## **YOUR PROPERTY OWNER POLICY**



## INTRODUCTION

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Thank you for choosing Jersey Mutual Insurance Society as **Your** insurer.

This is **Your** Property Owner policy, setting out **Your** insurance protection in detail.

**Your** premium has been based upon the information shown in **The Schedule** and recorded in the written application **You** have signed and/or declaration **You** have made. Please read it carefully to make sure that it meets **Your** requirements and that the details on **The Schedule** are correct.

If after reading **Your** policy **You** have any questions, please contact **Us**.

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## THE CONTRACT OF INSURANCE

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The policy, the application form and/or declaration made by **You** and **The Schedule** should be read together and form the contract of insurance between **You**, **The Policyholder** and **Us**, Jersey Mutual Insurance Society.

In return for **You** having paid or agreed to pay the premium for the Period of Insurance, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the policy.

On behalf of Jersey Mutual Insurance Society

Shaun M Kavanagh  
General Manager

PO 17/3/20

### IMPORTANT

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 **Us**. 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** when **You** renew this policy.

### Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which **You** normally live or (if applicable) the first named **Policyholder** normally lives or
  2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business or
  3. Should neither of the above be applicable, the law of Jersey.
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## CONTENTS - A GUIDE TO YOUR POLICY

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This policy booklet consists of individual Sections. It should be read in conjunction with **The Schedule** which indicates both the Sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

	Page
<b>OUR SERVICE TO YOU</b>	1
<b>POLICY DEFINITIONS</b>	2-3
<b>SECTIONS WHICH COMPRISE YOUR POLICY</b>	
PROPERTY DAMAGE – SPECIFIED CONTINGENCIES	4-7
PROPERTY DAMAGE – ALL RISKS	8-12
PROPERTY DAMAGE – ADDITIONAL CLAUSE LIST	13-15
PROPERTY DAMAGE – CLAUSE LIST	16-21
MONEY AND ASSAULT	22-24
GLASS	25
BUSINESS INTERRUPTION	26-39
EMPLOYERS LIABILITY	40-43
PROPERTY OWNER'S LIABILITY	44-51
<b>POLICY CONDITIONS</b>	52-55
<b>POLICY EXCEPTIONS</b>	56-58
<b>CONFIDENTIALITY, DATA PROTECTION AND MONEY LAUNDERING</b>	59

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**POLICY SCHEDULE - THIS IS SEPARATELY ISSUED AND SHOULD BE RETAINED WITH YOUR POLICY BOOKLET**

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## OUR SERVICE TO YOU

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**Our** goal is to give excellent service to all **Our** customers but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

### What will happen if **You** complain?

- **We** will acknowledge **Your** complaint within 5 working days of receipt
- **We** aim to resolve complaints no later than 3 months of first receipt
- Once an assessment and full investigation of **Your** concern has been made, **We** will respond with a decision

Most of **Our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **We** will contact **You** with an update and give **You** an expected date of response. This will not be beyond 20 working days from when **You** first made **Your** complaint.

If **You** are unhappy with the decision **You** receive, please write with full details including policy number and/or claim number, to:

The General Manager (or Deputy Manager)  
Jersey Mutual Insurance Society  
74 Halkett Place  
St Helier  
JE1 1BT

Telephone on 01534 734246 or  
Facsimile on 01534 733381 or  
Email: [info@jerseymutual.com](mailto:info@jerseymutual.com)

A review of the matter will then be carried out at a senior level and a final decision given.

If **We** do not complete its investigation of a complaint within 3 months or **You** are not satisfied with **Our** final decision **You** may be entitled to refer **Your** complaint to the Channel Islands Financial Ombudsman ("CIFO") at:-

Channel Islands Financial Ombudsman  
PO Box 114  
St Helier  
JE4 9QG

E Mail: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)  
Website: [www.ci-fo.org](http://www.ci-fo.org)

Telephone Number 01534 748610

Full details of the **Our** complaints handling process and **Your** potential entitlement to refer **Your** complaint to CIFO is provided in **Our** Guide to Complaints, a copy of which is available upon request.



## POLICY DEFINITIONS

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Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in **Your** policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

### 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.

### Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

### Data

All information which is

1. electronically stored, or
2. electronically represented, or
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of data, including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

### Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

### Employee

Any person who is

1. under a contract of service or apprenticeship with **You**
2. borrowed by or hired to **You**
3. a labour master or supplied by a labour master
4. employed by labour only sub-contractors
5. self employed
6. under a work experience or training scheme
7. a voluntary helper
8. while working under **Your** control in connection with **The Business**
9. an outworker or homeworker when engaged in work on **Your** behalf.

### Failure

Any partial or complete reduction in the

1. performance, or
2. availability, or
3. functionality, or
4. the ability to recognise or process any data or time,

of any

- a. Computer and Electronic Equipment
- b. electronic means of communication
- c. website.





## POLICY DEFINITIONS

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### Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

### Malicious Contingency

1. riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
2. malicious persons other than thieves and Cyber Vandals.

### Money

#### Current

1. coin, bank and currency notes
2. postal and money orders, bankers drafts, cheques and giro cheques
3. crossed warrants, bills of exchanges and securities for money
4. postage, revenue, national insurance and holiday with pay stamps
5. national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
6. credit company sales vouchers, luncheon vouchers and trading stamps
7. VAT invoices.

### Period of Insurance

From the effective date until the expiry date (both shown in **The Schedule**) or any subsequent period for which **We** accept payment for renewal of this policy.

### Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

### The Business

Activities directly connected with the business specified in **The Schedule**.

### The Premises

The premises specified in **The Schedule**.

### The Schedule

The document which specifies details of **The Policyholder**, **The Premises**, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

### We/Us/Our/Jersey Mutual

Jersey Mutual Insurance Society

### You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in **The Schedule** as **The Policyholder**.



## PROPERTY DAMAGE – SPECIFIED CONTINGENCIES

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### DEFINITIONS

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Damage

Loss or destruction of or damage to the Property Insured.

#### Excess/Excesses

The amount or amounts shown in **Your** policy or **The Schedule** which **We** will deduct from each and every claim at each separate location and will be deducted after the application of Average. See Condition I.

**You** will repay any such amount paid by **Us**.

#### Property Insured

Property insured as detailed in **The Schedule**.

#### Cover

**We** will indemnify **You** in respect of **Damage** occurring during the Period of Insurance at **The Premises** caused by each of the following Contingencies, if the letter set against it appears on **The Schedule**.

The Sum Insured under each Item other than Items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Condition I.

The maximum **We** will pay under this Section in any one Period of Insurance will not exceed

1. the Sum Insured on each Item  
or
2. the Total Sum Insured  
or
3. any other maximum amount payable or limit of liability specified in the **Schedule**.

### CONTINGENCIES

#### A. 1. Fire

**We will not indemnify You in respect of Damage**

- a. caused by explosion resulting from fire
- b. to that portion of any item caused by its own self ignition, leakage of electricity, short circuiting or over-running
- c. caused by
  - i. its' own spontaneous fermentation or heating
  - ii. its' undergoing any process involving the application of heat.

#### 2. Lightning

#### 3. Explosion

- a. of boilers
- b. of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

**We will not indemnify You for Damage caused by earthquake or underground fire.**

#### B. Explosion

#### C. Aircraft including

- a. other aerial devices
- b. Articles dropped from them

#### D. Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

**We will not indemnify You in respect of**

- a. damage caused by or happening through
  - i. work stoppages
  - ii. theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation

**b. the Excess stated in The Schedule.**

#### E. Earthquake



## PROPERTY DAMAGE – SPECIFIED CONTINGENCIES

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### F. Storm, Flood and Falling Trees.

We will not indemnify You in respect of

- a. Damage due only to change in the water table level
- b. Damage caused by
  - i. frost
  - ii. subsidence, ground heave or landslip
  - iii. escape of water from any tank, apparatus or pipe
  - iv. felling, lopping or pruning of trees
- c. Damage to fences, gates and moveable property in the open
- d. The Excess stated in **The Schedule**.

### G. Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not indemnify You in respect of

- a. Damage by water discharged or leaking from an automatic sprinkler installation
- b. the Excess stated in **The Schedule**.

### H. Impact by any vehicle or animal or by goods falling therefrom.

We will not indemnify You

- a. in respect of the Excess stated in **The Schedule** if the vehicle or animal is owned by or under the control of
  - i. You
  - ii. any member of Your family
  - iii. any of Your Employees
- b. in respect of Damage to goods being carried

### I. Theft or attempted theft

We will not indemnify You in respect of Damage

- a. caused by or consisting of acts of fraud or dishonesty.
- b. as a result of
  - i. disappearance
  - ii. unexplained or inventory shortage

- iii. misfiling, misplacing of information or clerical error.

- c. the Excess stated in **The Schedule**.

### J. Subsidence

We will indemnify You in respect of Damage at **The Premises** caused by subsidence or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- a. forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- b. walls, gates, hedges or fences
  - i. if such property is specifically insured by this Section
  - and
  - ii. if Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

### 1. Damage caused by

- a. collapse, cracking, shrinking or settlement of any building
- b. coastal or river erosion
- c. defective design or inadequate construction of foundations
- d. demolition, structural alteration or repair
- e. settlement or movement of made up ground.

### 2. Damage as a result of movement of solid floor slabs.

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of **The Premises** at the same time.

- 3. the Excess stated in **The Schedule**.



## PROPERTY DAMAGE – SPECIFIED CONTINGENCIES

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### K. Underground Services

Where **We** provide indemnity in respect of **Your** buildings, or **You** are liable as tenant, **We** will indemnify **You** in respect of accidental damage to underground

- a. pipes
- b. cables

which extend from the buildings to the public mains.

**We will not indemnify You in respect of**

1. the cost of maintenance
  2. damage caused by
    - a. i. gradual deterioration or wear and tear
    - ii. corrosion, rust, rot, mould or fungus
    - iii. vermin or insects
    - iv. atmospheric or climatic conditions
    - v. normal settlement or shrinkage
  - b. faulty workmanship, defective design or the use of defective materials
3. The excess stated in **The Schedule**.

### L. Terrorism

**We** will indemnify **You** in respect of Damage at **The Premises** caused directly or indirectly from or in connection with any other cause or event contributing concurrently or in any other sequences to the loss

- a. Terrorism
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

Terrorism means

- i. any 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 the government in

- the Island of Jersey or any other government de jure or de facto
- ii. any act or acts including but not limited to

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or part for political religious ideological or similar purposes.

In any action suit or other proceedings where **We** allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon **You**.

The maximum **We** will pay in respect of:-

- a. Property occupied as private dwellings, blocks of dwelling flats/apartments or farm dwellings – The Total Sum Insured
- b. all other property – in respect of any one insured occurrence - £100,000 during any one Period of Insurance.

## EXCEPTIONS

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

**We will not indemnify You in respect of**

- I. a. any consequential loss or damage

However, **We** will indemnify **You** in respect of rent when this cover is specified in **The Schedule** and the Damage is not otherwise excluded.

- b. Damage more specifically insured by **You** or on **Your** behalf



## PROPERTY DAMAGE – SPECIFIED CONTINGENCIES

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- c. i. Damage insured by any marine policy
- ii. Damage which would be insured under any marine policy if this policy did not exist.

However, **We** will indemnify **You** in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed

- d. Damage caused by pollution or contamination.

However, **We** will indemnify **You** in respect of Damage, not otherwise excluded, caused by

- i. pollution or contamination which results from any Contingency hereby insured against
- ii. any Contingency hereby insured against which results from pollution or contamination.

- e. Damage caused by pressure waves from aircraft or aerial devices.

- 2. **We** will not indemnify **You** in respect of Damage caused by riot and/or civil commotion unless these Contingencies are specified in **The Schedule**.

### CONDITIONS

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

#### I. Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the property, **You** will

- a. be responsible for the difference
- b. bear a proportionate share of the loss.

#### 2. Fire Extinguishing Appliances

If in relation to any claim for Damage by Contingency A, **You** have failed to fulfil the following condition **You** will lose **Your** right to indemnity or payment for that claim.

**You** must maintain all fire extinguishing appliances on **The Premises** so far as your responsibility extends, in proper working order.

#### 3. Our Rights

If Damage occurs which may lead to a claim **We** may

- a. enter or take possession of the building or **The Premises**
- b. take possession of, or require to be delivered to **Us**, Property Insured which **We** will deal with in a reasonable manner

without incurring liability or reducing **Our** rights.

**We** will not pay for Damage if **You** or anyone acting on **Your** behalf

- i. do not comply with **Our** requirements
- ii. hinder or obstruct **Us**.

**You** are not entitled to abandon property to **Us**.

#### 4. Statutory Inspection of Plant

Any item of plant and machinery belonging to **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations must be inspected in accordance with such Regulations.

Failure to comply with this will invalidate cover in respect of an explosion originating within and causing damage to the item of plant.



## PROPERTY DAMAGE – ALL RISKS

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### Property Damage – All Risks Section

#### DEFINITIONS

(Also refer to the Policy Definitions at the front of this policy booklet).

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Contingency Groups

- a. fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances and earthquake
- b. malicious persons, storm, flood, escape of water from any tank, apparatus or pipe, impact
- c. all other insured Damage other than any Additional Contingency or Theft Contingency if applicable.
- d. Theft Contingency.

#### Damage

Accidental loss or destruction of or damage to the Property Insured.

#### Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

#### Excess/Excesses

The amount or amounts shown in **Your** policy or **The Schedule** which **We** will deduct from each and every claim at each separate location and will be deducted after the application of Average. See Condition I.

**You** will repay any such amount paid by **Us**.

#### Property Insured

Property insured as detailed in **The Schedule**.

#### Cover

**We** will indemnify **You** in respect of Damage occurring during the Period of Insurance at **The Premises**.

The Sum Insured under each Item other than Items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Condition I.

The maximum **We** will pay under this Section in any one Period of Insurance will not exceed

1. the Sum Insured on each Item  
or
2. the Total Sum Insured  
or
3. any other maximum amount payable or limit of liability specified in **The Schedule**.

#### EXCEPTIONS

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

**We will not indemnify You in respect of**

1. **Damage caused by or consisting of**
  - a. **an existing or hidden defect**



## PROPERTY DAMAGE – ALL RISKS

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- b. gradual deterioration or wear and tear
- c. frost or change in the water table level
- d. faulty design or faulty materials used in its construction
- e. faulty workmanship, operating error or omission by **You** or any Employee

However **We** will indemnify **You** in respect of any subsequent Damage which results from a cause not otherwise excluded.

### 2. Damage caused by or consisting of

- a.
  - i. corrosion, rust or rot
  - ii. shrinkage, evaporation or loss of weight
  - iii. dampness or dryness
  - iv. scratching
  - v. vermin or insects
  - vi. mould or fungus
- b. change in
  - i. temperature
  - ii. colour
  - iii. flavour
  - iv. texture or finish
- c. nipple or joint leakage or failure of welds
- d. cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- e. mechanical or electrical breakdown or derangement of the Property Insured.

However, **We** will indemnify **You** in respect of

- i. Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- ii. any subsequent Damage which itself results from a cause not otherwise excluded.

### 3. Damage caused by pollution or contamination

However, **We** will indemnify **You** in respect of Damage, not otherwise excluded, to the Property Insured caused by

- a. pollution or contamination which results from a Defined Contingency
- b. a Defined Contingency which results from pollution or contamination.

### 4. Damage caused by or consisting of

- a. subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- b. normal settlement of new structures
- c. acts of fraud or dishonesty
- d.
  - i. disappearance
  - ii. unexplained or inventory shortage
  - iii. misfiling, misplacing of information or clerical error
- e. theft or attempted theft.

### 5. Damage to a structure caused by its own collapse or cracking.

However, **We** will indemnify **You** in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

### 6. Damage to

- a. gates
- b. fences
- c. moveable property in the open

by

- i. wind
- ii. rain, hail, sleet or snow
- iii. flood.
- iv. dust

### 7. a. Damage by fire resulting from its undergoing any process involving the application of heat

b. Damage to that portion of any item caused by its own self ignition, leakage of electricity, short circuiting or over-running.

c. Damage resulting from its' undergoing any process of



## PROPERTY DAMAGE – ALL RISKS

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- i. production or packaging
- ii. treatment, testing or commissioning
- iii. servicing or repair

However, **We** will indemnify **You** in respect of such Damage if it is caused by fire or explosion.

8. Damage while any building is unoccupied or disused caused by escape of water as a result of freezing of any automatic sprinkler installation in **The Premises**.

9. Damage in respect of china, earthenware, marble or other fragile objects not forming part of the Buildings, unless specifically mentioned in **The Schedule**.

However, **We** will indemnify **You** in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

10. Damage in respect of
  - a. vehicles licensed for road use including accessories on or attached to them
  - b. caravans or trailers
  - c. railway locomotives or rolling stock
  - d. watercraft or aircraft
  - e. property in the course of construction including materials for use in the construction
  - f. land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - g. livestock
  - h. growing crops or trees

However, **We** will indemnify **You** in respect of Damage to such property if the property is specifically stated as insured in **The Schedule** and the Damage is not otherwise excluded.

### 11. Damage

- a. insured by any marine policy
- b. which would be insured under any marine policy if this policy did not exist

However, **We** will indemnify **You** in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

12. Damage more specifically insured by **You** or on **Your** behalf.

13. consequential loss or damage.

However, **We** will indemnify **You** in respect of rent when this cover is specified in **The Schedule** and the Damage is not otherwise excluded.

14. Damage by pressure waves from aircraft or aerial devices.

15. the Excess stated in **The Schedule**.

## CONDITIONS

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

### 1. Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the property, **You** will

- a. be responsible for the difference
- b. bear a proportionate share of the loss.

### 2. Fire Extinguishing Appliances

If in relation to any claim for Damage caused by or resulting from fire, **You** have failed to fulfil the following condition, **You** will lose **Your** right to indemnity or payment for that claim.

**You** must maintain all fire extinguishing appliances on **The Premises**, so far as your responsibility extends, in proper working order.

### 3. Our Rights

If Damage occurs which may lead to a claim **We** may

- a. enter or take possession of the building or **The Premises**
- b. take possession of, or require to be delivered to **Us**, Property Insured which **We** will deal with in a reasonable manner

without incurring liability or reducing our rights.





## PROPERTY DAMAGE – ALL RISKS

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We will not pay for Damage if You or anyone acting on Your behalf

- i. do not comply with Our requirement
- ii. hinder or obstruct Us

You are not entitled to abandon property to Us.

### 4. Statutory Inspection of Plant

Any item of plant and machinery belonging to You or under Your control which requires to be examined to comply with Statutory Regulations must be inspected in accordance with such Regulations.

Failure to comply with this will invalidate cover in respect of an explosion originating within and causing damage to the item of plant.

## THEFT CONTINGENCY

We will indemnify You in respect of Damage at The Premises caused by theft or attempted theft.

We will not indemnify You in respect of Damage

- a. caused by or consisting of acts of fraud or dishonesty
- b. as a result of
  - i. disappearance
  - ii. unexplained or inventory shortage
  - iii. misfiling, misplacing of information or clerical error
- c. the Excess stated in The Schedule



## PROPERTY DAMAGE – ALL RISKS

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This Section extends to include the following Additional Contingencies, only if stated in **The Schedule**.

### A. Subsidence

**We will indemnify You** in respect of Damage at **The Premises** caused by Subsidence or ground heave of the site of the Property Insured or landslide.

**We will only indemnify You** in respect of Damage to

- a. forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- b. walls, gates, hedges or fences
- i. if such property is specifically insured by this Section  
and
- ii. if Damage also occurs to the building to which such property applies and that building is insured by this Section.

**We will not indemnify You** in respect of

#### 1. Damage caused by

- a. collapse, cracking, shrinking or settlement of any building
- b. coastal or river erosion
- c. defective design or inadequate construction of foundations
- d. demolition, structural alteration or repair
- e. settlement or movement of made up ground

#### 2. Damage as a result of movement of solid floor slabs.

However, **We will indemnify You** in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of **The Premises** at the same time.

#### 3. the Excess stated in **The Schedule**

### B. Terrorism

**We will indemnify You** in respect of Damage at **The Premises** caused directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequences to the loss.

- a. Terrorism
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

Terrorism means

- i. any 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 the government in the Island of Jersey or any other government de jure or de facto
- ii. any act or acts including but not limited to
  - the use of threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or part for political religious ideological or similar purposes.

In any action suit or other proceedings where **We** allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon **You**.

The maximum **We** will pay in respect of:-

- a. Property occupied as private dwellings, blocks of dwelling flats/apartments or farm dwellings – The Total Sum
- b. All other property – in respect of any one insured occurrence - £100,000 during any one Period of Insurance.



## PROPERTY DAMAGE – ADDITIONAL CLAUSE LIST

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### ADDITIONAL CLAUSE LIST

The following Additional Clauses only apply to the Property Damage – Specified Contingencies Section and/or the Property Damage – All Risks Section in **The Schedule**.

#### A. Day One (Non Adjustable)

For each item of Property Insured to which this clause applies (as stated in **The Schedule**).

- I. the first and annual premiums are based upon the Declared Value as stated in **The Schedule**.

Declared Value shall mean

**Your** assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph I. of the Basis of Settlement – Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- a. the additional cost of reinstatement to comply with
  - i. European Union Legislation
  - ii. Act of Parliament
  - iii. Bye-Laws of any public authority
- b. professional fees
- c. debris removal costs.

The Declared Value incorporated in each Item is stated in **The Schedule**.

2. **You** must notify **Us** of the Declared Value at the start of each Period of Insurance.

If **You** fail to notify **Us** of the Declared Value at the start of any Period of Insurance, **We** will use the last Declared Value notified to **Us** for the following Period of Insurance.

3. paragraphs 4. and 5. of the Basis of Settlement – Reinstatement Clause are restated as follows
  4. if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph I. of this Clause, at the start of the Period of Insurance, **Our** liability for any Damage will be limited to

that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph I. of this Clause.

5. **We** will not pay under this Clause
  - a. until **You** have incurred the cost of replacing or repairing the property
  - b. if **You**, or someone acting on **Your** behalf, have insured the property under another policy which does not have the same basis of reinstatement
  - c. if **You** do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Value stated in **The Schedule**.

4. The maximum **We** will pay in respect of each separate location subject to this Clause is as stated in **The Schedule**.

#### B. Deductible

**We** will deduct the amount of the deductible stated in **The Schedule** in respect of each and every claim at each separate location as calculated after the application of all other terms of this Section.

**We** may not indemnify **You** in respect of any claim and/or may charge **You** an additional premium if **You** arrange insurance in respect of the deductible.

#### C. Requirements

If in relation to any claim in respect of Damage by an insured contingency, **You** have failed to implement the requirements set against that contingency in the **Schedule** of Requirements, within the timescales specified, **You** will lose **Your** right to indemnity or payment for that claim.

#### D. Intruder Alarm System

For the purpose of this Additional Clause only the following definitions apply

**Damage**

Damage Means



## PROPERTY DAMAGE – ADDITIONAL CLAUSE LIST

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- a. where Property Damage - Specified Contingencies is insured, loss or destruction of or damage to the Property insured caused by any of Contingencies A, B, C or under the Theft Contingency
- b. where Property Damage – All Risks is insured, loss or destruction of or damage to the Property Insured caused by fire, explosion, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, or under the Theft Contingency.

### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

### Protected Premises

**The Premises** or those portions of **The Premises** protected by the Intruder Alarm System.

### Responsible Persons

**You** or any person authorised by **You** to be responsible for the security of **The Premises**.

### Keyholder

**You** or any person or keyholding company authorised by **You** who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to **The Premises**.

If in relation to any claim for Damage in this Additional Clause **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to indemnity or payment for that claim.

While the premises are unattended **You** must ensure that

1. **The Premises** are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by **Us**.
2. the Protected Premises must not be left without at least one Responsible Person in attendance
  - i. unless the Intruder Alarm System is set in its

- entirety with all means of communication used to transmit signals in full operation
- ii. if the police have withdrawn their response to alarm calls

unless **We** agree otherwise.

3. In the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend **The Premises** as soon as reasonably possible, in order to confirm the security of **The Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in operation, a Keyholder must remain at **The Premises** unless **We** agree otherwise in writing.
4. **You** shall advise **Us** as soon as possible, and in any event not later than 10.00am on **Our** next working day.
  - i. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - ii. of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - iii. that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working orderand **You** must comply with any of **Our** subsequent requirements.
5. no alteration or substitution of
  - i. any part of the Intruder Alarm System
  - ii. the structure of **The Premises** or changes to the layout of **The Premises** which would affect the effectiveness of the Intruder Alarm System
  - iii. the means of communication used to transmit signals from the Intruder Alarm System
  - iv. the procedures agreed with **Us** for police or any other response to any activation of the Intruder Alarm System
  - v. the maintenance contract shall be made without **Our** written agreement.



## PROPERTY DAMAGE – ADDITIONAL CLAUSE LIST

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6. **You** and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from **The Premises** when they are left unattended.
7. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by **Us**.
8. **You** will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

### E. Failure of Tenants Insurances

**We** will indemnify **You** in respect of loss destruction or damage to any building owned by **You** in Jersey, for which (by the terms of an agreement with **You**) the tenant, lessee or other occupier of the building, has an obligation to insure but has failed to maintain in force such insurance.

The maximum **We** will pay in respect of this Additional Clause is £1,000,000 during the Period of Insurance.

**You** must advise **Us** in writing immediately **You** become aware that such insurance is not in force and pay the appropriate premium due for the period such insurance is not effected.

**You** must obtain written confirmation from the tenant, lessee or occupier, and their insurers, at the inception of any such agreement that insurance is in force, providing at least the extent of cover provided by this Policy, and also carry out an annual check that such insurance is in force for all such properties.

### F. Privity of Contract

**We** will indemnify **You** in respect of all such sums as **You** become legally liable to pay following Damage, and pay as indemnity to tenants in respect of repair or reinstatement of premises previously owned but which are no longer **Your** property and where the current owner has failed to maintain adequate insurance cover, subject to the terms and conditions of this Policy.

### Conditions

- a. **You** must take all reasonable and appropriate steps to obtain release from **Your** liabilities under the covenants to insure such property on its disposal.
- b. The maximum **We** will pay under this Additional Clause is £2,000,000 during the Period of Insurance.

### **We will not indemnify **You** in respect of**

- i. contribution in respect of any more particular insurance affected by any succeeding owner or tenant or sub-tenant
- ii. any occurrence happening seven years before the start date of the current Period of Insurance.

### G. Inadvertent Failure to Insure

**We** will indemnify **You** in respect of loss destruction or damage to

1. any newly built and/or newly acquired building
2. alterations, additions and improvements to an insured building but not in respect of any appreciation in value

which **You** have an obligation to insure whether owned or leased by **You**, but which have inadvertently been left uninsured.

The maximum **We** will pay in respect of any one location under this Clause is

- a. £2,000,000 in respect of any newly built and/or newly acquired building
- b. £500,000 in respect of alterations, additions and improvements to the building

situate anywhere in Jersey.

**You** must advise **Us** in writing immediately **You** become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date **Our** liability commenced.

**You** must carry out, at not less than twelve month intervals, a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force on each of them.



## PROPERTY DAMAGE – CLAUSES

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### CLAUSES

All of the following Clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section if stated as insured in **The Schedule**.

#### Adjoining Buildings

In respect of Damage caused by subsidence, ground heave or landslip, **You** will notify **Us** immediately of any demolition, construction, erection, groundworks or excavation being carried out on any adjoining site. **We** will then have the right to vary the terms of or cancel this Cover.

#### Automatic Reinstatement of Sum Insured

The Sums Insured stated in **The Schedule**, will not be reduced by the amount of any claim unless **We** or **You** give notice to the contrary.

**You** must pay the additional premium required to reinstate the Sums Insured.

#### Basis of Claim Settlement - Reinstatement

Unless otherwise stated in **The Schedule**, in the event of Damage the basis upon which **We** will calculate the amount **We** will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions:

1. If Property Insured under any Buildings, Blocks of Flats, Furniture, Machinery or Tenants alterations Item described in **The Schedule**, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, **We** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

**However, We will not pay more than We would have done if the property had been completely destroyed.**

2. The Property Insured may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability.

3. All work must begin and be carried out as quickly as possible.

4. If, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, **You** will be liable to bear a proportionate share of the loss.

#### 5. **We will not pay under this Clause**

- a. **until You have incurred the cost of replacing or repairing the Property Insured**
- b. **if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement**
- c. **if You do not comply with any of the terms of this Clause.**

6. **We will indemnify You** in respect of Loss of Rent as insured under this Section resulting from the Building or any part of the Building

- a. generating the rent received  
or
- b. for which rent is payable

being made unfit for The Business due to Damage insured by this Section.

The maximum amount that **We** will pay **You** under this clause will be the proportion of the Sum Insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

#### Capital Additions

**We** will indemnify **You** in respect of loss destruction or damage to

1. Any newly built and/or newly acquired building
2. alterations, additions and improvements to an insured building but not in respect of any appreciation in value

situated anywhere in Jersey.



## PROPERTY DAMAGE – CLAUSES

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The maximum **We** will pay in respect of any one location under this Clause is

- a. £2,000,000 in respect of any newly built and/or newly acquired building
- b. £500,000 in respect of alterations, additions and improvements to the building

**You** must provide **Us** with details of these extensions as soon as possible but at least within six months and specifically insure such extensions with **Us**, from the date **Our** liability commenced and pay the appropriate additional premium.

### Change of Occupancy

**You** must tell **Us** immediately if

1. any building stated in **The Schedule** becomes unoccupied or disused
2. any unoccupied or disused building stated in **The Schedule**, or any part of it becomes occupied.

### Changing Locks

**We** will indemnify **You** in respect of the cost of changing locks at **The Premises** following loss of keys by theft or attempted theft from

1. **The Premises**
2. **Your** home
3. **Your** director's home
4. **Your** authorised Employees home

or while in **Your** custody or that of an Employee following theft involving violence or threat of violence to **You** or an Employee.

The maximum **We** will pay for any one loss is £2,500.

### Construction Heating and Occupation of the Buildings

Unless otherwise stated in **The Schedule** the buildings are

1. constructed of brick, stone or concrete
2. roofed with slates, tiles, concrete, metal or asbestos

3. heated by
  - i. low pressure hot water or steam
  - ii. oil fired space heaters fed from a fuel tank in the open
  - iii. overhead gas or electrical appliances
  - iv. gas or electric fires in offices only

or as expressly varied in accordance with details provided to **Us**.

4. occupied for the sole purpose of The Business and otherwise only as a private dwelling.

### Contents of Common Parts

This term includes contents and furnishings owned by **You** or for which **You** are responsible whilst contained in the common parts of the Property Insured

### **We will not pay for**

- a. china or other fragile or brittle objects exceeding £1,000 any one article
- b. computers and data processing equipment
- c. curios, rare books, works of art or articles of antique furniture exceeding £1,000 in value any one article

unless specifically mentioned as insured in **The Schedule**.

### Contractors' Interest

Where **You** are required to effect insurance on the Property Insured in the joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint **Policyholder** is hereby noted and **You** must provide **Us** with details of any single contract valued in excess of £250,000 prior to work commencing and pay an additional premium if required.

### Damage to Grounds

**We** will indemnify **You** in respect of reasonable costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds, belonging to **You** or for which **You** are responsible, following Damage at **The Premises**.



## PROPERTY DAMAGE – CLAUSES

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**We will not indemnify You in respect of**

- a. the cost of moving soil other than as necessary for surface preparations
- b. the failure of trees, shrubs, plants or turf to become established
- c. the failure of seeds to germinate
- d. damage caused by disease, infection or application of chemicals

The maximum **We** will pay in respect of any one claim is £25,000.

### Debris Removal

Unless separately insured under this Section, the Sum Insured for each Item, other than rent if insured, includes costs and expenses **You** incur, with **Our** consent, for

1. removal of debris
2. dismantling or demolishing
3. shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

**We will not indemnify You in respect of costs and expenses**

- a. incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- b. arising from pollution or contamination of property not insured by this Section
- c. more specifically insured.

### Description of Property

In determining the Item under which property is insured, **We** will accept the description given in **Your** business records.

### Drains

The Sum Insured for each Buildings and Machinery Item extends to include an amount necessarily and reasonably incurred by **You**, and which **We** agree to for cleaning and/or clearing of

1. drains
2. sewers
3. gutters

for which **You** are responsible, following Damage insured by this Section.

### European Union and Public Authorities

Following Damage insured by this Section to any Item on Buildings, Blocks of Flats, Furniture, Machinery or Tenants alterations Item described in **The Schedule**, **We** will pay the additional cost of reinstating the Property Insured necessary to comply with any

1. European Union Legislation
2. Acts of Parliament
3. Bye-Laws of any public authority.

**We will not indemnify You in respect of**

- a. costs incurred
  - i. in respect of Damage not insured by this Section
  - ii. where notice was served on **You** before the Damage occurred
  - iii. where an existing requirement must be completed within a stipulated period
  - iv. in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- b. any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law.

The reinstatement of the Property Insured

1. must begin and be carried out as quickly as possible
2. may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

If **Our** liability under this Section is reduced by the application of any terms or Conditions of this policy, **Our** liability under this Clause will similarly be reduced.

The maximum **We** will pay under this Clause in respect of any one Item is the Item Sum Insured.





## PROPERTY DAMAGE – CLAUSES

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### Gardening Equipment

We will indemnify You in respect of Damage to gardening equipment owned by You and used in connection with The Business at The Premises.

The maximum We will pay in respect of any one claim is £10,000.

### Loss of Metered Utilities

We will pay for charges for which You are responsible, if water, gas or electricity is accidentally discharged from a metered system providing service to The Premises as a result of Damage insured under this Section.

The maximum that We will pay in respect of any one claim is £25,000.

### Loss of Rent and Alternative Accommodation

We will indemnify You if a residence cannot be lived in or if access to it is denied as a result of Damage in respect of

1. a. loss of rent, including ground rent and management charges, You should have received but have lost
  - b. i. the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - ii. the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee in residence, where such pets are not permitted in any alternative accommodation.
2. temporary storage of your furniture

The maximum We will pay in respect of any one claim is 20% of the Sum Insured on the building in which the residence is contained.

### Non-Invalidation

The insurance by this Section will not be invalidated by any

1. act
- or
2. omission

or

3. alteration

either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- a. notify Us immediately You become aware of any such act, omission or alteration
- and
- b. pay any additional premium required.

### Other Interests

Subject to Your consent, the interest of all parties who wish to register an interest in the Cover by this Section will be noted provided that all such interests are notified to Us within 30 days of any Damage.

### Professional Fees

The Sum Insured for each Buildings, Blocks of Flats or Machinery Item described in The Schedule, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

**We will not indemnify You in respect of fees**

1. more specifically insured
2. incurred in preparing a claim.

### Reinstatement to Match

Where the Property Insured has suffered Damage, You may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new. This Section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored provided that Our total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.



## PROPERTY DAMAGE – CLAUSES

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When the Property Insured is damaged or destroyed in part only, **We** will not pay more than the amount representing the cost which **We** would pay for reinstatement if such property had been wholly destroyed.

### Risk Protection Equipment Replacement Costs

**We** will indemnify **You** in respect of reasonable costs and expenses incurred in refilling, recharging or replacing any

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

and having any fire and/or intruder alarms and closed circuit television equipment re-set

as a result of Damage as insured under this Section.

**We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service.**

The maximum **We** will pay in respect of any one claim is £50,000.

### Subrogation Waiver

In the event of a claim arising under this Section, **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against

1. any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent as defined in, or within the meaning of the relevant Companies Act or Companies (NI.) Order, current at the time of Damage
2. any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI.) Order, current at the time of Damage
3. any tenant of Yours provided that
  - a. the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage

- b. the Damage did not result from a breach of the terms of the lease by the tenant or lessee
- c. the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

### Temporary Removal for Cleaning or Renovation

**We** will indemnify **You** in respect of Damage insured by this Section other than to Stock and Materials in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

1. to another part of **The Premises**
2. to any other premises in Jersey including whilst in transit by road, rail or inland waterway.

The maximum **We** will pay is 10% of the Item Sum Insured after the deduction of the value of any building and Stock and Materials in Trade included within the Item insured.

**We will not indemnify You in respect of**

- a. property insured elsewhere
- b. Damage occurring elsewhere than at **The Premises** to motor vehicles or motor chassis licensed for normal road use
- c. property removed for more than 90 consecutive days unless **We** agree a longer period in writing.

### Trace and Access

**We** will pay reasonable costs and expenses incurred with **Our** consent

1. in locating the actual source of Damage  
and
2. for repairs directly arising from 1.

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.



## PROPERTY DAMAGE – CLAUSES

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**We will not indemnify You for costs or expenses incurred where Damage results solely from a change in the water table level.**

The maximum **We** will pay in respect of any one claim is £50,000

### Transfer of Interest

If at the time of Damage to a Building insured under this Section **You** have entered into a contract to sell **Your** interest in it but

1. the contract has not yet been completed  
and
2. the Building has not yet been insured by or on behalf of the purchaser  
and
3. the purchase is subsequently completed.

**We** will indemnify the purchaser to the extent that this Section insures that Building.

This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

### Workmen

Repairs and minor structural alterations may be carried out at **The Premises** without affecting the Cover.

**The following clause is only applicable where Property Damage-All Risks is insured.**

### Glass

Where Buildings are insured under this Section, cover includes

1. breakage (including the cost of boarding up) of fixed glass at **The Premises**, including
  - a. the cost of removing and reinstating obstructions to replacing glass
  - b. the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
2. breakage of fixed

- a. washhand basins, pedestals, baths, sinks
  - b. lavatory bowls, bidets, cisterns
  - c. showertrays, splashbacks
- at **The Premises**.

**We will not indemnify You in respect of**

1. breakage of glass
  - a. while **The Premises** are unoccupied or disused
  - b. in transit or while being fitted
  - c. by workmen carrying out alterations or repairs to **The Premises**.
2. the Excess stated in **The Schedule**.



## MONEY AND ASSAULT

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### DEFINITIONS

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Business Hours

**Your** normal working hours and any other period during which **You** or any Employee, entrusted with Money is on **The Premises** in connection with **The Business**.

#### Insured Person

**You** or **Your** directors, principals or Employees aged between 16 and 75.

#### Loss of Hearing

Total and permanent loss of hearing in one or both ears.

#### Loss of Limb

In respect of

1. an arm
  - a. physical severance of all four fingers, or
  - b. total and permanent loss of use of an entire hand or arm

at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
2. a leg
  - a. physical severance, or
  - b. total permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

#### Loss of Sight

Includes total and permanent loss of sight which will be deemed to have occurred

1. in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist

2. in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

#### Loss of Speech

Total and permanent loss of speech.

#### Permanent Total Disablement

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which

1. wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and
2. lasts without interruption for more than 12 months from the date of the accident and
3. in all probability will continue for the remainder of the Insured Person's life.

#### Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

#### Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation

#### Money Cover

**We** will indemnify **You** in respect of

1. loss of Money, up to the Limit Any One Loss stated in **The Schedule**, which
  - a. belongs to **You**, or
  - b. **You** are responsible for in connection with **The Business** while
    - i. in transit
    - ii. in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
    - iii. on contract sites while **You** or **Your** Employees are working there
    - iv. on **The Premises**



## MONEY AND ASSAULT

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- v. at **You** home or that of **You** directors, principals or Employees
  - vi. in a bank night safe until removed by the bank
  - vii. in vending or gaming machines on **The Premises**. The maximum **We** will pay in respect of any one claim is £500.
2. the cost of replacement or repair following loss of or damage to any
- a. safe or strongroom specified in **The Schedule**
  - b. case, bag or waistcoat used for carrying Money
- following theft or attempted theft of Money

occurring during the Period of Insurance.

### Clauses

The following clauses apply to Money cover.

#### Clothing and Personal Belongings

**We** will indemnify **You** in respect of loss of or damage to clothing and personal belongings owned by **You** or any director, partner or Employee of **Yours** following theft or attempted theft involving violence or threat of violence which arises in connection with **The Business**.

The maximum **We** will pay for any one person is £500.

### Condition

The following Conditions apply to Money cover.

(Also refer to the Policy Conditions at the back of this policy booklet).

#### Records and Key Security

If in relation to any claim for loss or Money **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to indemnify or payment for that claim.

**You** must

- a. keep a complete record of Money in a secure place other than in a safe or strongroom containing Money

- b. ensure that outside Business Hours, the safe or strongroom are kept locked and the keys are removed from **The Premises** unless **The Premises** are occupied by **You**, **Your** directors, principals or authorized Employees, in which case the keys must be kept in a secure place away from any safe or strongroom.
- c. ensure that whenever **The Premises** are closed for business or left unattended, all security devices to protect **The Premises** are properly fitted and put into full operation.

### Exceptions

The following exceptions apply to Money cover

(Also refer to the Policy Exceptions at the back of this policy booklet).

**We will not indemnify You in respect of**

- 1. **Loss or shortages due to**
  - a. **clerical or accounting**
    - i. **errors**
    - ii. **omissions**
  - b. **accountancy depreciation**
  - c. **currency fluctuation**
  - d. **consequential loss of any kind**
- 2. **loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is**
  - a. **not discovered within seven working days of the loss**
  - b. **more specifically insured elsewhere**
- 3. **loss from any unattended vehicle.**
- 4. **loss or damage arising outside of Jersey**
- 5. **loss resulting directly or indirectly from**
  - a. **forgery**
  - b. **fraudulent alteration or substitution**
  - c. **fraudulent use of a computer or electronic transfer.**
- 6. **loss resulting from use of any form of payment which proves to be**
  - a. **counterfeit**
  - b. **false**
  - c. **invalid**
  - d. **uncollectible**
  - e. **irrecoverable**

**for any reason.**



## MONEY AND ASSAULT

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7. loss of Money from any gaming or vending machine exceeding that specified in Cover I. b. vii. unless specifically stated as insured in The Schedule.
8. loss of Money resulting directly or indirectly from, or in connection with
  - i. Virus or similar Mechanism
  - ii. Denial of Service Attack
  - iii. Unauthorised access to or use of Computer and Electronic Equipment.

### Assault Cover

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

1. Death occurring within 24 months of Bodily Injury
2. Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury
3. Loss of Limb occurring within 24 months of Bodily Injury
4. Permanent Total Disablement after 24 months of Bodily Injury
5. Temporary Total Disablement within 24 months of Bodily Injury
6. Temporary Partial Disablement within 24 months of Bodily Injury

### Clauses

The following clauses apply to Assault cover.

#### 1. Amounts Payable

1. We will pay
  - a. the compensation stated in The Schedule
  - b. weekly compensation at four weekly intervals
  - c. compensation under contingencies 5. and 6. for a maximum of two years from the date that the disablement started.

2. Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies 1. to 4.
3. Insurance will end for the Insured Person if We pay compensation under any of contingencies 1. to 4.

#### 2. Medical Evidence

1. We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.
2. You, or Your personal representatives, will supply to Us, at Your expense, any
  - a. certificates
  - b. information
  - c. evidencein the format We require to support a claim.

#### 3. Medical and Dental Expenses

Where compensation is payable for Contingency 5. – Temporary Total Disablement, or Contingency 6 – Temporary Partial Disablement, We will also pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.

The maximum We will pay in respect of any one Insured Person is £500.

#### Exceptions

The following exceptions apply to Assault Cover.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not pay compensation for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradual operating cause or any naturally occurring conditions or degenerative process.



## GLASS

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### GLASS

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Damage

Accidental loss, destruction or damage.

#### Excess/Excesses

The amount or amounts shown in **Your** policy or **The Schedule** which we will deduct for each and every claim at each separate location.

**You** will repay any such amount paid by **Us**.

#### Cover

**We** will indemnify **You** in respect of

- I. Damage (including the cost of boarding up) of glass at **The Premises** for which **You** are responsible including
  - a. shelves, showcases and mirrors
  - b. the cost of replacing alarm foil lettering, painting, embossing, silvering, or other ornamental work on glass following Damage

The maximum that **We** will pay in any one Period of Insurance is £1,000.

- c. wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays, splash backs at **The Premises**
- d. the cost of removing and reinstating obstructions to replacing glass

The maximum **We** will pay for any one replacement is £1,000.

- e. Damage to window and door frames following breakage of glass

The maximum **We** will pay for any one replacement is £1,000.

2. Damage to neon and illuminated signs for which **You** are responsible

**We** will not indemnify **You** in respect of

- a. Damage arising from adjustment, repair, dismantling or erection of any part of the sign or Damage to any part whilst removed from its normal working position
- b. Damage arising from mechanical breakdown of the sign or any part thereof
- c. Damage to any part of the sign by its own ignition, electrical breakdown or burn out
- d. Damage to tubes unless the glass is fractured.

#### EXCEPTIONS

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

**We** will not indemnify **You** in respect of

1. Damage to glass in
  - a. light fittings
  - b. signs
  - c. Stock and Materials in Trade or goods in trust
  - d. vehicles
  - e. vending machines
2. Damage to glass caused by
  - a. scratching
  - b. gradual deterioration or wear and tear
  - c. change in colour or finish
3. breakage of glass
  - a. while **The Premises** are unoccupied or disused
  - b. in transit or while being fitted
  - c. by workmen carrying out alterations or repairs to **The Premises**
4. the Excess stated in the **Schedule**.



## BUSINESS INTERRUPTION

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### BUSINESS INTERRUPTION SECTION

#### DEFINITIONS

(Also refer to the Policy Definitions at the front of this policy booklet).

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Damage

Accidental loss or destruction of or damage to property used by **You** at **The Premises** for the purpose of **The Business**.

#### Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

#### COVER

In respect of each item in **The Schedule**, **We** will indemnify **You** in respect of any interruption or interference with **The Business** as a result of **Damage** occurring during the **Period of Insurance** caused by each of the following **Contingencies** if the letter set against it appears on **The Schedule**.

**The Schedule** will state

- a. which of the following **Contingencies** apply
- b. any other **Contingencies** which apply

The maximum **We** will pay in respect of any one claim is

- a. for any item, the **Sum Insured** stated in **The Schedule**
- b. in aggregate, the **Total Sum Insured**, unless stated otherwise stated in the **Specification**.

#### CONTINGENCIES

- A. 1. Fire.

**We will not indemnify You in respect of Damage**

- a. caused by explosion resulting from fire
- b. to that portion of any item caused by its own self ignition, leakage of electricity, short circuiting or over-running
- c. to the **Property** caused by
  - i. its own spontaneous fermentation or heating
  - ii. its undergoing any process involving the application of heat.

2. Lightning.

3. Explosion

- a. of boilers
- b. of gas in a building not being part of any gas works

used for domestic purposes or used for lighting or heating the building.

**We will not indemnify You for Damage caused by earthquake or underground fire.**





## BUSINESS INTERRUPTION

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- B. Explosion.
- C. Aircraft including
- a. other aerial devices
  - b. articles dropped from them.
- D. Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.
- We will not indemnify You in respect of Damage caused by or happening through**
- a. work stoppages
  - b. theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- E. Earthquake.
- F. Underground Fire.
- G. Fire caused by the Property Insured's own spontaneous combustion.
- H. Storm, Flood and Falling Trees.
- We will not indemnify You in respect of**
- a. Damage due only to change in the water table level
  - b. Damage caused by
    - i. frost
    - ii. subsidence, ground heave or landslip
    - iii. escape of water from any tank, apparatus or pipe
    - iv. felling, lopping or pruning of trees
  - c. Damage to fences, gates and moveable property in the open.
- I. Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.
- We will not indemnify You in respect of**
- Damage by water discharged or leaking from an automatic sprinkler installation**
- J. Impact by any vehicle or animal or by goods falling therefrom.
- We will not indemnify You in respect of goods being carried.**
- K. Theft or attempted theft.
- We will not indemnify You in respect of Damage**
- a. caused by or consisting of acts of fraud or dishonesty
  - b. as a result of
    - i. disappearance
    - ii. unexplained or inventory shortage
    - iii. misfiling, misplacing of information or clerical error
- L. 1. Any Damage not excluded by the terms of Property Damage - All Risks Section of this policy.
- and
2. Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by a Defined Contingency to
- a. glass, not being fixed glass forming part of the structure of the building
  - b. china, earthenware, marble or other fragile objects
  - c. vehicles licensed for road use including accessories on or attached to them
  - d. caravans or trailers
  - e. railway locomotives or rolling stock
  - f. watercraft or aircraft
  - g. property in the course of construction including materials for use in the construction
  - h. roads or pavements, piers, jetties, bridges, culverts or excavations
  - i. livestock



## BUSINESS INTERRUPTION

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**We** will not indemnify **You** in respect of **Damage** caused by

1. the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However **We** will indemnify **You** in respect of loss resulting from **Damage**

- a. caused by a Defined Contingency or from any other **Damage** not otherwise excluded.
  - b. from an ensuing cause which is not excluded.
2. erasure or distortion of information on computer systems or other records
    - a. while mounted in or on any machine or data processing equipment,  
  
or
    - b. due to the presence of magnetic flux  
  
unless caused by **Damage** to the equipment in which the records are mounted,
  3. change in the water table level.



## BUSINESS INTERRUPTION

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### CONDITIONS

The following conditions apply to this Section

(Also refer to the Policy Conditions at the back of this policy booklet).

#### 1. Alteration

**We will not indemnify You in respect of Damage if**

- a. The Business is
  - i. wound up or carried on by a liquidator or receiver
  - ii. permanently discontinued
- b. Your interest ceases otherwise than by Your death.

However, **We will indemnify You if We agree otherwise in writing.**

#### 2. Claims Procedures

If in relation to any claim **You** have failed to comply with the following Claims Procedures **You** will lose **Your** right to indemnity under this Section.

**You** must

- a. take any action reasonably practicable to minimise any interruption of or interference with **The Business** or to avoid or minimise any **Damage**
- b. at your expense, provide **Us** with
  - i. a written claimand
  - ii. details of other insurances covering the **Damage**

within 30 days after the expiry of the Indemnity Period or such further time that **We** may allow

- iii. books, records and documents **We** require to assess **Your** claim
- c. repay **Us**, any payment on account **We** have already made, if **You** fail to comply with this condition.

#### 3. Index Linking

Renewal

Where it states in **The Schedule** that index linking applies, the amounts insured will be adjusted for movements in the following index. **We** may select alternative measures if this index is unavailable.

The Jersey Retail Price Index.

#### 4. Property Cover

**We will not indemnify You in respect of any Damage** insured by this Section unless

- a. there is in force at the time of the **Damage**, an insurance policy covering **Your** interest in the property at **The Premises** for the **Damage**

and

- b. i. payment has been made or liability admitted for such **Damage** or
  - ii. payment would have been made or liability would have been admitted for such **Damage** but for the exclusion of losses below a stated amount in such insurance policy.

### EXCEPTIONS

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

**We will not indemnify You in respect of**

1. **Damage caused by or happening through**
  - a. riot or civil commotion

However, **We will indemnify You**, if these contingencies are stated as applicable in **The Schedule**.

- b. pressure waves caused by aircraft or other aerial devices.
2. **Damage caused by pollution or contamination.**



## BUSINESS INTERRUPTION

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However, if Contingency L applies, **We** will indemnify **You** in respect of loss resulting from Damage, unless otherwise excluded, caused by

- a. pollution or contamination at **The Premises** which itself results from a Defined Contingency
- b. any Defined Contingency which itself results from pollution or contamination.

However, if Contingencies other than L apply, **We** will indemnify **You** in respect of Damage, not otherwise excluded, caused by

- i. pollution or contamination at **The Premises** which itself results from any Contingency insured by this Section other than Contingency K)
  - ii. any Contingency insured by this Section (other than Contingency K) which itself results from pollution or contamination.
3. any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- a. Terrorism
  - b. civil commotion in Northern Ireland
  - c. any action taken in controlling preventing suppressing or in any way relating to (a) and/or(b) above;

Terrorism means

- i. in respect of any loss or Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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
- ii. in respect of any loss or Damage occurring

in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where **We** allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such loss or Damage is covered under this Section will be upon **You**.

### STANDARD CLAUSES

The following Clauses apply to this Section only.

#### Additional Gross Rentals

**We** will indemnify **You** in respect of Damage to any newly acquired or newly erected building and/or any alteration or improvement to a building anywhere in Jersey resulting in loss of Gross Rentals as insured by this Section.

The maximum **We** will pay in respect of any one premises is £500,000.

**You** must provide **Us** with details of these additional Gross Rentals as soon as possible but at least every six months and pay the appropriate additional premium.

**We** will not indemnify **You** in respect of

- a. any building more specifically insured
- b. any appreciation in value.



## BUSINESS INTERRUPTION

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### **Contracting Purchaser's Interest**

Between **You** contracting to sell **Your** interest in any of **The Premises** and the completion of the purchase by a third party, if **Damage** occurs which is not otherwise insured by the third party, on completion the third party will be entitled to benefit under this Section without prejudice to the rights and liabilities of **You** or **Us**.

### **Loss of Investment Income on Late Payment of Gross Rentals**

If as a result of **Damage** **We** are indemnifying **You** in respect of **Loss of Gross Rentals** and the payment by **Us** to **You** is made later than the date on which **You** would normally have expected to receive rent from a lessee, **We** will pay a further amount representing the investment interest lost to **You** during the delay period.

### **Managing Agents Premises**

**We** will indemnify **You** in respect of **Damage** to property of **Your** managing agents at their premises in Jersey.

For the purpose of this Clause only, **The Premises** shall include any premises occupied by **Your** managing agents for the purposes of their business.

### **Prevention of Access**

**We** will indemnify **You** in respect of **Damage** to property in the vicinity of **The Premises** which prevents or hinders use of or access to **The Premises** whether **The Premises** have been damaged or not.

### **Statutory Inspection of Plant**

Any item of plant or machinery belonging to **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations must be inspected in accordance with such Regulations. Failure to comply with this will invalidate cover in respect of an explosion originating within and causing **Damage** to the item of plant.



## BUSINESS INTERRUPTION

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### ADDITIONAL CONTINGENCIES

This Section extends to include Additional Contingencies A B C D E and F

The following Additional Contingencies other than those stated above only apply to this Section if stated in **The Schedule**.

#### A. Subsidence

We will indemnify You in respect of Damage causing interruption or interference with The Business as a result of subsidence or ground heave of the site of **The Premises** or landslip.

We will only indemnify You in respect of Damage to

- a. forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- b. walls, gates, hedges or fences
  - i. if such property is specifically insured by the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section of this policy and
  - ii. Damage also occurs to the building to which such property applies and that building is insured by the Property Damage - Specified Contingencies Section and/or Property Damage - All Risks Section of this policy.

We will not indemnify You in respect of

#### 1. Damage caused by

- a. collapse, cracking, shrinking or settlement of any building
- b. coastal or river erosion
- c. defective design or inadequate construction of foundations
- d. demolition, structural alteration or repair
- e. settlement or movement of made up ground

#### 2. Damage as a result of movement of solid floor slabs.

However, We will indemnify You if there is Damage to the foundations beneath the exterior walls of **The Premises** at the same time.

#### B. Action by the Police Authority

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of prevention of access to **The Premises** by the Police Authority due to a danger or disturbance in the vicinity of **The Premises**.

However, We will not indemnify You for any interruption or interference lasting less than 12 hours.

The maximum We will pay under this Additional Contingency is £100,000 in respect of the total of all losses occurring during the Period of Insurance, unless otherwise stated in **The Schedule**.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Additional Contingency.

#### C. Full Failure of Utilities - Electricity

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to **The Premises**

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Jersey
5. lasting less than four hours.

The maximum We will pay under this Additional Clause is £50,000 in respect of any one loss, unless otherwise stated in **The Schedule**.



## BUSINESS INTERRUPTION

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### D. Full Failure of Utilities - Gas

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's, power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Jersey
5. lasting less than four hours.

The maximum We will pay under this Additional Clause is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.

### E. Full Failure of Utilities – Water

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by drought or other weather conditions unless equipment has been damaged
5. other than in Jersey
6. lasting less than four hours

The maximum We will pay under this Additional Contingency is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.

### F. Telecommunications

We will indemnify You in respect of loss resulting from interruption or interference with The Business as a result of accidental failure of the public supply of the telecommunications services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of any accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
5. other than in Jersey
6. caused by failure of any satellite
7. lasting less than 24 consecutive hours

The maximum We will pay under this Additional Contingency is £50,000 in respect of any one loss, unless otherwise stated in The Schedule.



## BUSINESS INTERRUPTION

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### GROSS RENTALS SUM INSURED BASIS SPECIFICATION

#### Item

Gross Rentals Sum Insured as stated in **The Schedule**.

### DEFINITIONS

(Also refer to the definitions stated in this Section and the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Specification and shall keep the same meaning wherever they appear in the Specification.

#### 1. a. Annual Gross Rentals

Gross Rentals during the 12 months immediately before the date of the Damage

#### b. Standard Gross Rentals

Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period

Annual Gross Rentals and Standard Gross Rentals may be adjusted to reflect any trends or circumstances which

- i. affect The Business before or after the Damage
- ii. would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

#### 2. Gross Rentals

Money paid or payable to **You** by tenants for rental of **The Premises** and for the services provided in connection with The Business at **The Premises**.

#### 3. Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

#### 4. Maximum Indemnity Period

The number of months stated in **The Schedule**, unless amended in any Additional Contingency.

#### Notes

- I. All terms in this Section exclude Goods and Services Tax to the extent that **You** are accountable to the Tax Authorities for Goods and Services Tax.

#### Basis of Settlement

The insurance on Gross Rentals is limited to loss due to

- a. loss of Gross Rentals  
and
- b. increase in cost of working.

#### We will pay

- i. in respect of loss in Gross Rentals  
  
the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- ii. in respect of increase in cost of working  
  
any additional expense **You** necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. **We** will not pay more than the reduction avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals (proportionately increased where the Maximum Indemnity Period exceeds 12 months), **You** will be **Your** own insurer for the difference and bear a proportionate share of the loss.





## BUSINESS INTERRUPTION

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### CLAUSES

The following Clauses apply to this Specification.

#### 1. **Alternative Premises**

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from **The Premises** if The Business is conducted elsewhere than at **The Premises**.

#### 2. **Auditors and Professional Accountants and Legal Fees**

**We** will pay **Your** auditors, professional accountants and solicitors reasonable charges for

- a. producing information **We** require for investigating any claim and
- b. confirming the information is in accordance with **Your** business books
- c. determining **Your** contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purposes in the preparation of any claim.

The maximum **We** will pay for any claim, including auditors and professional accountants and solicitors charges, is the Sum Insured.

#### 3. **Automatic Reinstatement**

The Sums Insured stated in **The Schedule** will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary.

However, **You** must pay the additional premium required to reinstate the Sum Insured.



## BUSINESS INTERRUPTION

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### CLAUSES

The following Clauses apply to this Section only if stated in **The Schedule**.

#### A. Deductible

**We** will deduct the amount of the deductible stated in **The Schedule** in respect of each and every claim as calculated after the application of all other terms of this Section.

#### B. Salvage Sale Clause

If following Damage, giving rise to a claim under this Section, you hold a salvage sale during the Indemnity Period, Paragraph (a) of The Basis of Settlement in respect of Gross Profit is amended so that **We** will pay in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

#### C. Subrogation Rights Waiver Clause

**We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against

1. any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent as defined in, or within the meaning of the relevant Companies Act or Companies (NI.) Order, current at the time of Damage.
2. any company which is a subsidiary of a parent company of which **You** are a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI.) Order, current at the time of Damage.
3. any tenant of Yours provided that
  - a. the tenant or lessee contributes to the cost of insuring the Property Insured against the event which caused the Damage

- b. the Damage did not result from a breach of the terms of the lease by the tenant or lessee
- c. the Damage did not result from a criminal, fraudulent or malicious act of the tenant or lessee.

#### D. Payments on Account Clause – Rent

Claim payments on account may be made to **You** during the Indemnity Period in respect of claims for loss of Gross Rentals on the date which but for the Damage the Gross Rentals would have been due from the lessee.



## BUSINESS INTERRUPTION

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### ENDORSEMENTS

The following Endorsements apply to this Section only if stated in **The Schedule**.

#### A. Rent Receivable

**We** will pay in respect of rent receivable the difference between

1. the rent which would have been receivable in respect of **The Premises** during the Indemnity Period but for the Damage
2. the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), **You** will

- a. be **Your** own insurer for the difference
- b. bear a rateable share of the loss.

The maximum **We** will pay is the Sum Insured stated in **The Schedule**.

#### B. Additional Increased Cost of Working

**We** will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain The Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working, insured by the Item 1 of this Section.

The maximum **We** will pay is the Sum Insured stated in **The Schedule**.

#### C. Fines or Damages

**We** will pay in respect of fines or damages for breach of contract, the sums **You** are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the Damage, for non-completion or late completion of orders.

The maximum **We** will pay is the Sum Insured stated in **The Schedule**.

#### D. Additional Cost of Rent

**We** will pay in respect of additional cost of rent the amount by which, due to the Damage, the total amount of rent necessarily and reasonably incurred by **You** during the Indemnity Period No 2 exceeds the rent, which, but for the Damage, **You** would have incurred in the same period.

The maximum **We** will pay **You** is that part of the Sum Insured by this item, which the actual Indemnity Period No 2 bears to the Maximum Indemnity Period relative to this item.

Due to the above, Indemnity Period under the first item of **The Schedule** will now read Indemnity Period No 1. The definition of Indemnity Period will now relate to Indemnity Period No 1, and the following Definition added.

**Definition** (for the purpose of this item)

Indemnity Period No 2

The period starting 12 months after the date of the Damage and ending not later than 12 months thereafter during which accommodation alternative to **The Premises** will be rented due to the Damage.

Any Definition in **The Schedule** of Maximum Indemnity Period does not apply to this item.

Where a specific expiry date for Indemnity Period No 2 is stated in **The Schedule** the Sum Insured and annual premium relative to this item shall be proportionately reduced annually to reflect the reducing liability under this item.

The maximum **We** will pay is the Sum Insured stated in **The Schedule**.



## BUSINESS INTERRUPTION

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### EXTENSIONS

The following Extensions only apply to this Section if stated in **The Schedule**

Damage as insured by Item 1 of this Section is extended to include loss, destruction or damage

1. at the undernoted premises or locations  
or
2. to the undernoted property which results in interruption or interference with The Business

by any Contingency stated in **The Schedule** as applying to such locations or property.

The maximum **We** will pay under each extension for any one occurrence will not exceed

- a. the amount  
or
- b. the percentage of the Sum Insured (or 200% of the Estimated Amount).

stated in **The Schedule** as the limit.

#### A. Prevention of Access – Loss of Attraction

Property in the vicinity of **The Premises** which causes a loss of custom to The Business directly due to a reduction in customers visiting the area.

#### B. Loss of Attraction

Buildings or other property at any location in the immediate vicinity of **The Premises** as a result of which an agreement in course of negotiation to lease the Premises is avoided or delayed and the Gross Rentals or Estimated Gross Rentals received by **You** are reduced.

#### C. Buildings Awaiting Sale

Buildings, forming part of the Property Insured, that **You** have contracted to sell or have accepted an offer in writing to purchase the interest in the buildings subject to contract, where that sale is cancelled or delayed solely due to the Damage.

Under this extension **We** indemnify **You** in respect of

1. interest payable by **You** on capital borrowed which, but for the Damage, would be available, from the proceeds of the sale, for investment in The Business
2. the additional interest payable by **You** on amounts borrowed  
at a rate of interest not exceeding 2% above the prevailing Inter Bank Lending Rate
3. the investment interest lost by **You** on any proceeds of the sale (after the deduction of any capital borrowed as detailed in (2) above).

**We will not indemnify You if You do not make all reasonable efforts to complete the sale as soon as possible following the Damage.**

#### Maximum Indemnity Period

Six months.

#### Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which, but for the Damage, the building would have been sold and ending with the date of completion or the expiry of the Maximum Indemnity Period if earlier.

#### D. Inadvertent Failure to Insure

Buildings anywhere in Jersey which **You** have an obligation to insure (whether owned by or leased to **You**) but which have inadvertently been left uninsured.

The maximum **We** will pay is £500,000 at any one location in respect of Gross Rentals from any such building.

**You** must advise **Us** in writing immediately **You** become aware of a property inadvertently left uninsured and pay the appropriate premium due from the date the insurance becomes **Your** responsibility.



## BUSINESS INTERRUPTION

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**You** must carry out at not less than 12 month intervals a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force on each of them.

**We will not indemnify You in respect of**

- a. any building more specifically insured
- b. any appreciation in value.

### E. Failure of Tenants Insurances

Buildings owned by **You** in Jersey for which (by the terms of an agreement with **You**) the tenant lessee or other occupier of the building has an obligation to insure but has failed to maintain in force such insurance.

The maximum **We** will pay at any one Premises is £250,000 for loss of Gross Rentals.

**You** must advise **Us** in writing immediately **You** become aware that such insurance is not in force and pay the appropriate premium for the period such insurance is not effected.

**You** must obtain written confirmation from the tenant lessee or occupier and their Insurers at the inception of any such agreement that insurance is in force providing at least the extent of cover provided by this policy and also carry out an annual check that insurance is in force for all such properties



## LEGAL LIABILITIES EMPLOYERS LIABILITY

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### EMPLOYERS' LIABILITY SECTION

#### DEFINITIONS

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

1. Fees for The Insured's legal representation at
  - a. any Coroner's Inquest or Fatal Accident Inquiry
  - b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
2. Costs and Expenses incurred with **Our** written consent
3. Any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

#### Terrorism

Any act or acts including but not limited to

1. the use or threat of force and/or violence  
and/or
2. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

#### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

#### The Insured

1. **You**.
2. **Your** personal representatives in respect of legal liability **You** incur.
3. At **Your** request
  - a. any director, partner or Employee of **Yours**
  - b. the officers, committees and members of **Your**
    - i. canteen, social, sports, educational and welfare organisations
    - ii. first aid, fire, security and ambulance services

in their respective capacities as such

- c. any principal for whom **You** are carrying out a contract to the extent required by the contract conditions
- d. those who hire plant to **You** to the extent required by the hiring conditions

or the personal representative of any of these persons

in respect of legal liability for which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which **We** will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.



## LEGAL LIABILITIES EMPLOYERS LIABILITY

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### The Limit of Indemnity

The maximum amount, stated in **The Schedule**, including Costs and Expenses, which **We** will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by **You** from premises within The Defined Territories.

**We will not provide indemnity in respect of:-**

1. **Bodily Injury to any Employee engaged by **You** outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories**
2. **a period of stay exceeding 60 (sixty) days within Canada and/or the United States of America during any one Period of Insurance.**

### COVER

**We** will indemnify The Insured against

1. legal liability to pay Compensation  
and
2. Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by **You** in The Business within The Territorial Limits.

The maximum **We** will pay is The Limit of Indemnity.

### CLAUSES

The following Clauses apply to this Section.

#### Additional Activities

The Business includes

1. ownership, use and upkeep of **Your** premises.
2. upkeep of vehicles and plant owned and used by **You**
3. canteen, social, sports, educational and welfare organisations for the benefit of any Employee.

4. **Your** first aid, fire, security and ambulance services.
5. **Your** participation in exhibitions.
6. private work by any Employee, with **Your** prior consent, for **You** or for any director, partner or Employee of Yours.

### Contractual Liability

**We** will indemnify The Insured in respect of liability for Bodily Injury imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **Us**.

**We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories**

### Cross Liabilities

**We** will indemnify each party named as **The Policyholder** in **The Schedule** as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Legal Expenses arising from Health and Safety Legislation

**We** will indemnify The Insured in respect of

1. legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
2. costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Jersey Law 1989.

**We will not provide indemnity**

1. **unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.**



## LEGAL LIABILITIES EMPLOYERS LIABILITY

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2. in respect of proceedings which
  - a. result from any deliberate act or omission by You.
  - b. relate to the health and safety of any person other than an Employee.
3. where indemnity is provided by another insurance policy.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

1. You, each director or partner is £250 per day.
2. each Employee is £150 per day.

### Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgement.

Payment will only be made where

1. the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.

2. the judgement was obtained in a court within The Defined Territories.
3. there is no appeal outstanding to the judgement.
4. the Employee, or his or her personal representative, assigns the judgement debt to Us.

### EXCEPTIONS

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

1. Work in or on travel to, from or within any offshore
  - a. accommodation exploration drilling or production rig or platform.
  - b. support vessel.
2. Bodily Injury sustained by any Employee when such person is
  - a. carried in or upon a vehicle
  - b. entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
3.
  - a. liquidated damages.
  - b. penalty clauses.
  - c. fines.
  - d. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.





## LEGAL LIABILITIES      EMPLOYERS LIABILITY

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4. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- a. Terrorism
- b. any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism below**

In any action, suit or other proceedings where **We** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 4.a. and/or 4.b. above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon **You**.

### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in 4. a. and 4. b. above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses.

## CONDITIONS

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

### **Suspension of Cover**

**We** may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, **We** may by written notice to **You** suspend all our liability that might otherwise arise from such defect or danger.



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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### PROPERTY OWNER'S LIABILITY SECTION

#### DEFINITION

(Also refer to the Policy Definitions at the front of the policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Absestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

1. Fees for The Insured's legal representation at
  - a. any Coroner's Inquest or Fatal Accident Inquiry
  - b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
2. Costs and expenses incurred with **Our** written consent
3. Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

#### Damage

##### Physical

1. loss.
2. destruction.
3. damage.

#### Financial Loss

A pecuniary loss suffered by any tenant of The Insured and not caused by Personal Injury or Damage to Property.

#### Personal Injury

1. Bodily Injury.
2. Wrongful
  - a. arrest, detention or imprisonment.
  - b. eviction.
  - c. accusation of shoplifting.

#### Pollution or Contamination

1. Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

#### Products Specified

Anything which is

1. manufactured, sold, supplied, processed, altered or treated
2. repaired, serviced or tested
3. installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer in the custody or control of The Insured.

#### Property

Material property.

#### Terrorism

Any act or acts including but not limited to

1. the use or threat of force and/or violence and/or



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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2. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/ or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Insured

1. **You.**
2. **Your** personal representatives in respect of legal liability **You** incur.
3. **At Your** request
  - a. any director, partner or Employee of Yours
  - b. the officers, committees and members of **Your**
    - i. canteen, social, sports, educational and welfare organisations
    - ii. first aid, fire, security and ambulance services

in their respective capacities as such

  - c. any principal for whom **You** are carrying out a contract, to the extent required by the contract conditions
  - d. those who hire plant to **You** to the extent required by the hiring conditions

or the personal representatives of any of these persons

in respect of legal liability for which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which **We** will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in **The Schedule**, which **We** will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

in respect of

1. Products Supplied
2. Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by **You** from premises within The Defined Territories.

**We will not provide indemnity in respect of a period of stay exceeding 60 (sixty) days within Canada and/ or the United States of America during any one period of Insurance.**

### The Works

All works completed or to be completed by **You** or on **Your** behalf including

1. all materials incorporated or to be incorporated
2. plant, tools, equipment and temporary buildings used or to be used

for the period during which **You** are responsible under contract conditions.

### COVER

**We** will indemnify The Insured against

1. legal liability to pay Compensation
- and
2. Costs and Expenses

in respect of accidental



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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- a. Personal Injury
- b. Damage to Property
- c. obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum **We** will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- 1. the United States of America or any territory within its jurisdiction
- 2. Canada

the maximum **We** will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

### CLAUSES

The following Clauses apply to this Section.

#### Additional Activities

The Business includes

- 1. ownership, use and upkeep of **Your** premises.
- 2. upkeep of vehicles and plant which are owned and used by **You**.
- 3. **Your** canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- 4. **Your** first aid, fire, security and ambulance services.
- 5. **Your** participation in exhibitions.
- 6. private work by any Employee, with **Your** prior consent, for **You** or for any director, partner or Employee.

**Legal Expenses arising from Food Safety (Jersey) Law 1966**

**We** will indemnify The Insured in respect of

- 1. legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- 2. costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Parts 2 & 3 of the Food Safety (Jersey) Law 1966.

**We will not provide indemnity**

- 1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- 2. in respect of proceedings which result from any deliberate act or omission by **You**.
- 3. where indemnity is provided by another insurance policy.

#### Contractual Liability

**We** will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **Us**.

**We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.**

#### Cross Liabilities

**We** will indemnify each party named as **The Policyholder** in **The Schedule** as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

#### Data Protection (Jersey) Law 2018

**We** will indemnify The Insured in respect of

- 1. legal fees and defence costs



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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2. legal liability for Compensation to an individual
  - a. the subject of personal data The Insured holds
  - and
  - b. who suffers damage or distress caused by
    - i. inaccuracy of data
    - ii. loss of the data
    - iii. unauthorised destruction or disclosure disclosure of the data
    - iv. unauthorised access to the data

arising from proceedings brought against The Insured under the Data Protection (Jersey) Law 2018.

The maximum **We** will pay for all claims happening during any one Period of Insurance is £1,000,000.

**We will not provide indemnity in respect of**

1.
  - a. Personal Injury other than as provided by this Clause.
  - b. Damage to Property.
  - c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence.
  - d. libel, slander or defamation.
2. consequential losses.
3. liability
  - a. as a result of **You** having authorised the destruction or disclosure of the data.
  - b. which could reasonably have been expected to arise as a result of any other deliberate act or omission by **You**
4. any fine or statutory payment.
5. liability which arises solely by reason of the terms of any agreement
6. liability in respect of liquidated damages or under any penalty clause.
7. legal costs or expenses or financial losses in

respect of any order

- a. for rectification or erasure of data.
  - b. requiring the data to be supplemented by any other statements.
8. proceedings relating to Compensation for any
    - a. Employee if the Employers Liability Section of this policy is not in force.
    - b. third party if the Public and Products Liability Section of this policy is not in force.

### Employees and Visitors Personal Belongings

**We** will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

**We will not provide indemnity where this Property is**

1. loaned, leased, hired or rented to The Insured.
2. stored for a fee or other consideration by The Insured.
3. in the custody or control of The Insured for the purposes of being worked upon.

### Financial Loss – Property Owners

**We** will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any Property or service in connection with Property Insured as detailed under the Property Damage Section of this policy

The maximum **We** will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £500,000

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

**We will not provide indemnity**

1. In respect of Financial Loss as a result of



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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- a. circumstances which, at inception of this Property Owner's Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
- b. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
- c. passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
- d. libel, slander or defamation.
- e. liability under the Data Protection (Jersey) Law 2018 or any subsequent amending legislation.
- f. any diminution in value of any Property.
- g. the failure or partial failure of any managing agent to fulfill their obligations under any contract.
- h. any consequence whatsoever directly or indirectly caused by or contributed to or arising from
  - i. the presence of
  - ii. the release of  
**Asbestos including any product containing Asbestos.**

2. for the first 5% or £1,000, whichever is the greater, of Compensation, Costs and Expenses in respect of each and every loss.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

1. legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
2. costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work Jersey Law 1989.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by **You**.
  - b. relate to the health and safety of any Employee.
3. where indemnity is provided by another insurance policy.

### Motor Contingent Liability

We will indemnify **You** in respect of **Your** legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

1. a. not owned by
- b. loaned, leased or hired or rented to

**You** nor provided by **You**

and

2. Being used in connection with The Business in The Defined Territories.

We will not provide indemnity

1. in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
2. while the vehicle is being driven by
  - a. **You**.
  - b. any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
3. where indemnity is provided by another insurance policy.



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

### We will not provide indemnity

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

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

1. You, each director or partner is      £250 per day.
2. each Employee is                              £150 per day.

### EXCEPTIONS

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

### We will not provide indemnity in respect of

1. Personal Injury to any Employee arising out of and in the course of employment by You in The Business,
2. the ownership, possession or use by or on behalf of The Insured of any
  - a. aircraft, aerial device (including drones) or hovercraft.
  - b. watercraft exceeding 8 metres in length.
  - c. motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - i. where described in the Motor Contingent Liability Clause.
    - ii. the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
3. Damage to Property
  - a. which You own or is loaned, leased, hired or rented to The Insured.
  - b. which is held in trust or in the custody or control of
    - i. The Insured
    - ii. any other party who is carrying out work on Your behalfother than in the circumstances described in the Employees' and Visitors' Personal Belongings Clause.
- c. which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
4. Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating



## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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- a. Products Supplied (other than Products Supplied under a separate contract). damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- b. the Works.
5. recalling or making refunds in respect of
- a. Products Supplied.
- b. The Works.
6. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
7. the carrying out of any work or any Products Supplied which affects or could affect
- a. the navigation, propulsion or safety of any aircraft or other aerial device
- b. the safety or operation of nuclear installations.
8. Pollution or Contamination other than 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.
- All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
9. a. work in or on and travel to from or within
- b. Products Supplied to any offshore
- i. accommodation, exploration, drilling or production rig or platform.
- ii. support vessel.
10. a. liquidated damages.
- b. penalty clauses.
- c. fines.
- d. aggravated, restitutionary, punitive or exemplary damages or any additional
11. Liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
12. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- a. Terrorism.
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above
- except as stated in **Special Provision - Terrorism** below.
- In any action, suit or other proceedings where **We** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 12. a. and/or 12. b. above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon **You**.
- Special Provision – Terrorism**
- Subject otherwise to the terms of the policy
- Neither of the exclusions in 12. a. and 12. b. above shall apply to the Property Owner's Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Property Owner's Liability whichever is the lower.
13. the amount of Compensation, Costs and Expenses shown in **The Schedule** as applying in respect of each and every event resulting in Damage to Property.
- You** will reimburse any such amount paid by **Us**.
14. Products Supplied other than





## LEGAL LIABILITIES      PROPERTY OWNER'S LIABILITY

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- a. the sale or supply of food and drink
  - b. the disposal of furniture and office equipment equipment previously used in the course of The Business
15. a. exposure to
- b. inhalation of
  - c. fears of the consequences of exposure to or inhalation of
  - d. the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

### CONDITIONS

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

#### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

#### Unoccupancy

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim

You must ensure that in connection with any building You own, hire or rent which is unoccupied

- 1. all mains services are isolated and tanks drained unless required for the maintenance of alarms, fire detection systems or sprinklers
- 2. all flammable and combustible materials are removed

- 3. all external doors and windows are closed and securely locked and other similar precautions taken to prevent unauthorised access
- 4. arrangements are in force to check the unoccupied building internally and externally at least every seven days for evidence of unauthorised access

### ENDORSEMENTS AND ADDITIONAL ENDORSEMENTS

This Section is subject to any Endorsements and Additional Endorsements which are stated in The Schedule as applying.

(Also refer to the Policy Conditions at the back of this policy booklet).

#### ADDITIONAL ENDORSEMENTS

##### A. Indemnity to Managing Agents

- 1. Paragraph 3. of the definition of 'The Insured' is extended to include

"e. Your managing agents"

in respect of any building owned but not occupied by You.

- 2. We will not pursue subrogation rights against any managing agent.



## POLICY CONDITIONS

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Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

### 1. Alteration of Risk

**We** will at **Our** option avoid the policy from the inception of this insurance where

- a. there has been any alteration to the Property Insured and/or **The Premises** and/or **The Business** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury  
  
or
- b. **Your** interest ceases except by will or operation of law

unless **We** have accepted the alteration.

### 2. Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

### 3. Cancellation

- a. **You** may cancel this policy at any time after the date **We** have received the premium, by providing 30 days notice in writing to **Us**.
- b. **We** may cancel this policy, by providing notice in writing to **You** at your last known address, if there is a default under any relevant installment agreement. In such case, **Your** policy will end with effect from the beginning of the period in respect of which the installment has not been paid.

If **Your** policy is cancelled under a. or b. above, at **Our** discretion, **We** may refund part of the premium for the unexpired period, which will be calculated on **Our**, then current, short period rating basis, and provided that there have been no

- i. claim(s) made under the policy for which **We** have made a payment,

- ii. claim(s) made under the policy which are still under consideration.
- iii. incident(s) which **You** are aware of and are likely to give rise to a claim which has yet to be reported to **Us**.

during the current Period of Insurance.

- c. **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.
- d. **We** may also cancel this policy at any time by sending not less than 30 days notice in writing to **Your** last known address, in which case **We** will refund a proportionate part of the premium for the unexpired period.

### 4. Claims Procedure

If in relation to any claim **You** have failed to fulfill any of the following conditions, **You** will lose **Your** right to indemnity or payment for that claim.

**You** must

- a. tell **Us** immediately of any event or occurrence which may result in a claim.
- b. notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- c. at **Your** expense, provide **Us** with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - i. 30 days  
  
or
  - ii. seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of you becoming aware of the event or occurrence, or such further time that **We** may allow.



## POLICY CONDITIONS

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- d. provide **Us** with all information and help **We** require in respect of the claim.
- e. pass to **Us** unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- f. not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement.
- g. allow **Us** to take over and conduct in **Your** name the defence or settlement of any claim. **You** will also allow **Us** to prosecute at **Our** own expense and for **Our** own benefit, any claim for indemnity or compensation against any other person and **You** must give **Us** all information and assistance required.

### 5. Contribution

#### Applicable to Employers' Liability Section and Property Owner's Liability Section

- a. If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

#### Applicable to all other Sections Insured by this policy

- b. Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), **We** will only pay a rateable share of the loss.
- c. If the other insurance is subject to a condition of Average and this policy is not, this policy will become subject to the same condition of Average.
- d. If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment **We** make will

be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

### 6. Discharge of Liability

**We** may at any time pay

- a. the Limit of Indemnity
- or
- b. the Sum Insured
- or
- c. a smaller amount for which a claim can be settled

after deduction of any sum already paid.

**We** will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with our consent.

### 7. Fraud

**We** will at **Our** option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- a. if a claim made by **You** or anyone acting on **Your** behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not

or

- b. a false declaration or statement is made or fraudulent device put forward in support of a claim.

### 8. Identification

The policy and **The Schedule** will be read as one contract.

### 9. Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by **You** or anyone acting for **You**.



## POLICY CONDITIONS

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### 10. Reasonable Precautions

If in relation to any claim **You** have failed to fulfill any of the following conditions, **You** will lose **Your** right to indemnity or payment for that claim.

**You** must

- a. maintain **The Premises**, machinery, plant and equipment in a satisfactory state of repair.
- b. take all reasonable precautions to prevent
  - i. loss or destruction of or damage to the Property Insured.
  - ii. accident or injury to any person or loss, destruction or damage to their property.
- c. comply with all legal requirements and safety regulations and conduct **The Business** in a lawful manner.
- d. keep books with a complete record of purchases and sales.

### 11. Reinstatement

When **We** decide, or are required to reinstate or replace any property **You** will, at **Your** expense, provide any

- a. plans
- b. documents
- c. books
- d. information

which **We** require.

**We** will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount **We** will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

### 12. Subrogation

Anyone making a claim under this policy must,

at **Our** request and expense, do everything **We** reasonably require to

- a. enforce a right or remedy
- or
- b. obtain relief or indemnity

from other parties to which **We** will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

**We** may require **You** to carry out such actions before or after **We** make any admission of or payment of a claim.

### 13. Index Linking

- a. Renewal.

Where it states in **The Schedule** that index linking applies the amounts insured will be adjusted for movements in the following indices or any alternative index specified by **Us** in our reasonable opinion.

- i. any building and tenants improvements item

From information ascertained from Local Quantity Surveyors

- ii. other items

The Jersey Retail Price Index

In the event of a negative index we will retain your existing amounts insured, unless **You** advise **Us** otherwise.

- b. Claims.

These adjustments will continue during the

- i. Period of Insurance
- ii. period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.



## POLICY CONDITIONS

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### 14. Subjectivity

The policy, the application form, statement of fact and/or declaration made by **You**, and **The Schedule**, should be read together and form the contract of insurance between **You (The Policyholder,)** and **Us** (Jersey Mutual Insurance Society.)

- a. **We** will clearly state in **The Schedule** if the Cover provided by the policy is subject to **You**:
  - i. providing **Us** with any additional information requested by the required date(s),
  - ii. completing any actions agreed between **You** and **Us** by the required date(s),
  - iii. allowing **Us** to complete any actions agreed between **You** and **Us**.
- b. If required by **Us**, **You** must allow **Us** access to **The Premises**, **Your Contract Sites**, and/or **The Business**, to carry out survey(s), within 60 days of the inception or renewal date, unless **We** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may, at **Our** option:

- i. modify **Your** premium,
- ii. issue a mid-term amendment to **Your** policy or Section terms and conditions,
- iii. require **You** to make alterations to **The Premises** insured by the required date(s),
- iv. exercise **Our** right to cancel **Your** policy,
- v. leave the policy or Section terms and conditions, and **Your** premium unaltered.

**We** will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

- i. **You** have the right to cancel this policy from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii. **We** may, at **Our** option, exercise **Our** right under Policy Condition 3. **Cancellation**.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect **Our** right to void the policy if **We** discover information material to **Our** acceptance of the risk. Please refer to the IMPORTANT note within The Contract of Insurance page of **Your** policy booklet.



## POLICY EXCEPTIONS

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Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- I. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - a. war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not). civil war, rebellion, revolution, insurrection. civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - b. nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
  - c. any action taken in controlling, preventing, suppressing or in any way relating to a. and/ or b. above.

However,

- I. exceptions I. a. b. and c. do not apply to the following Sections, when insured by this policy.
  - a. Terrorism
  - b. Employers Liability.
2. exception I. b. does not apply to the Property Owner's Liability Section, when insured by this policy.
2. death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever; any consequential loss or any legal liability
  - a. directly or indirectly caused by or contributed to by or arising from
    - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

- b. directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - i. dispersing radioactive material and/ or ionising radiation  
or
  - ii. using atomic or nuclear fission and/ or fusion or other like reaction.

However,

- I. exception 2. b. above does not apply to The following Sections, when insured by this policy.
  - a. Employers Liability
  - b. Property Owners Liability.
2. in relation to the Employers' Liability Section, exception 2. a. above only applies when **You** under a contract or agreement have undertaken to
  - a. indemnify another party
  - b. assume the liability of another party.
3. exceptions 2. a. and b. do not apply to the following Sections, when insured by this policy.
  - a. Terrorism.
3.
  - a. Money
  - b. securities or bonds
  - c. jewellery or precious stones
  - d. precious metals or bullion
  - e. furs or curios
  - f. rare books or works of art



## POLICY EXCEPTIONS

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- g. goods held in trust or on commission
- h. documents or manuscripts
- i. business books or computer systems records
- j. explosives
- k. property in transit

unless specifically mentioned.

However, exceptions 3. a. to k. do not apply to the following Sections, when insured by this policy

- 1. Terrorism
- 2. Employers Liability
- 3. Property Owners Liability
- 4. any claim which arises directly or indirectly from or consists of the failure or inability of any
  - a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment telecommunication equipment or systems, or any similar device
  - b. media or systems used in connection with anything referred to in a. above

whether **Your** property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- i. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in a. and b. above.

However,

- 1. **We** will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - a. Property Damage
  - b. Money and Assault
  - c. Business Interruption
- 2. exceptions 4 a. and b. do not apply to the following Sections, when insured by this policy
  - a. Terrorism
  - b. Employers Liability

### Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- 5. any claim (other than in respect of Personal Injury as defined under the Property Owner's Liability Section) arising directly or indirectly from, or in connection with, or consisting of
  - a. Loss of Data

However, **We** will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the



## POLICY EXCEPTIONS

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following Sections of the policy and only to the same extent that such claim is insured under that Section

- i. Property Damage – Specified Contingencies
- ii. Property Damage – All Risks
- iii. Money and Assault
- iv. Business Interruption.

Exception 5. a. does not apply to the Property Owner's Liability Section, when insured by this policy.

- b. any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- i. Property Damage – Specified Contingencies
- ii. Property Damage – All Risks
- iii. Money and Assault
- iv. Business Interruption.

Exceptions 5. a. and b. do not apply to the following Sections, when insured by this policy.

1. Terrorism
2. Employers Liability

6. any claim in any way caused by or resulting from:
  - a. Coronavirus disease (COVID-19);
  - b. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c. any mutation or variation of SARS-CoV-2;
  - d. any fear or threat of a), b) or c) above.

7. any claim in any way caused by or resulting from:
  - a. a Communicable Disease

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

8. any claim in any way caused by or resulting from:
  - a. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.
  - b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.





## CONFIDENTIALITY, DATA PROTECTION AND MONEY LAUNDERING

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All information about **You** will be treated as private and confidential (even when **You** are no longer a **Policyholder**) except where the disclosure is required by law or is required at **Your** request and made with **Your** consent in relation to arranging **Your** insurance.

**We** will use and disclose the information **We** have about **You** in the course of administering **Your** insurance. This may involve passing information about **You** to our reinsurers, independent Loss Adjusters/Assessors and other carefully selected companies whose products and services **We** feel may be of interest.

**We** are obliged to take reasonable steps to safeguard against the risk of financial crime. To help achieve this **We** may ask **You** to provide additional information relating to insurance transactions **You** ask **Us** to undertake on **Your** behalf.

**We** are registered as a Data Controller with the States of Jersey Data Protection Registrar in accordance with the Data Protection (Jersey) Law 2018. **You** have a right to request access to personal information about **You** that is held in our records and to ask **Us** to correct any inaccuracies. If **You** have any queries, please write to our: -

Compliance Officer  
Jersey Mutual Insurance Society  
74 Halkett Place  
St Helier  
Jersey  
JE1 1BT





## Jersey Mutual Insurance Society

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Jersey Mutual is regulated by the Jersey Financial Services Commission