



FOCUS

policy

Arranged by



Underwritten by



a warm welcome to Zurich Insurance plc and Allan Chapman and James Insurance Brokers Limited

Thank you for taking out your Focus Combined Media policy with us and welcome to Zurich Insurance plc and Allan Chapman and James Insurance Brokers Limited.

This policy is underwritten by Zurich Insurance plc and arranged and administered on their behalf by Allan Chapman and James Insurance Brokers Limited.

Please contact Allan Chapman and James Insurance Brokers Limited in the first instance in all matters relating to this policy.

About Zurich

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich Insurance plc we have your future in mind and look forward to working closely with you.

www.zurich.co.uk/commercial

www.acjltd.co.uk

Zurich Insurance plc
A public limited company incorporated in Ireland.
Registration No. 13460

Registered Office: Zurich House, Ballsbridge Park, Dublin 4,
Ireland. UK Branch
Registered in England and Wales Registration No. BR7985

UK Branch Head Office: The Zurich Centre, 3000 Parkway,
Whiteley, Fareham, Hampshire, PO15 7JZ

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request

"Focus" combined media policy

This Policy is a contract between you or yours (also referred to as the Insured) and we, our, ours or us, (also referred to as the Insurers) You have made a proposal to us which is the basis of and forms part of this contract.

This Policy and any Schedule, endorsement and certificate should be read as if they are one document.

We will insure you under those Sections stated in the Schedule during any period of insurance for which we have accepted your premium provided always that all the terms and conditions of this policy are kept. Our liability will in no case exceed the limits or sum insured or Amount of Benefit stated in this Policy, the Schedule or any endorsement to this Policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Law applicable to the contract

In the UK the law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the England and Wales, Northern Ireland, Scotland, Isle of Man or the Channel Islands depending on the address of the Insured stated in the Schedule. If there is any dispute as to which law applies it will be English Law.

For and on behalf of Zurich Insurance plc



Stephen Lewis

Chief Executive Officer of Zurich Insurance plc, UK Branch

How we will use your data

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this Policy.

Policy Administration

In order to administer your insurance policy and any claims made under this Policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure it is appropriately protected.

Claims History

Under the conditions of this policy you must tell us about any insurance related incidents such as fire, water damage, theft or an accident whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention and Protection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Definitions

For the purpose of this insurance the following terms shall have specific meanings and shall bear such meaning wherever they appear unless otherwise stated

All Other DAMAGE

'All Other DAMAGE' will mean DAMAGE other than by fire, lightning, explosion, aircraft or other aerial devices dropped therefrom riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons not acting on behalf of or in connection with any political organisation, earthquake, storm, flood, escape of water from water tanks, apparatus or pipes, theft or attempted theft or robbery or attempted robbery, subsidence, ground heave or landslip or impact by any mechanically propelled vehicle not belonging to or under the control of the Insured or any occupier of the premises or their respective employees in the course of their employment.'

Average

Whenever a sum insured is said to be subject to Average if at the time of any DAMAGE such sum insured is less than the total value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the DAMAGE.

Damage

'DAMAGE', in capital letters, will mean accidental loss or destruction of or damage to the Property Insured

Defined Peril

'Defined Peril' will mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, 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 or impact by any mechanically propelled vehicle or by goods falling therefrom or animal.

Excess

Excess will mean the first amount of each and every loss as ascertained after the application of any Condition of Average (Underinsurance) for which the Insurers will not be liable as stated in the Schedule

Unless otherwise stated to the contrary if 2 or more Excess amounts in any Section of this Policy apply to losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one or original cause the total Excess amount will be the higher single applicable Excess.

Gross Production Costs

'Gross Production Costs' will mean all costs including overheads chargeable directly to the production but excluding:

- a) costs of scenario, story rights, musical rights, dialogue, royalties, scripts, typing, schedules or plans (unless such costs are rendered entirely valueless), insurance premiums, taxes, completion guarantee fees, interest or finance charges
- b) costs and expenses relating to sets, props, wardrobes or equipment owned by the Insured unless specifically designed for a production and subsequently rendered entirely valueless
- c) any amount which the Insured may be liable to pay to any director or partner of the Insured for salary or other payments incurred by reason of the production(s) being interrupted or extended unless the services rendered by such person are in the capacity of producer, director, writer, actor or are directly related to the cost of the production(s)

d) costs of replacement of third party proprietary software.

In the event of Abandonment, gross production cost shall mean the amount of the contract value less:

- (i) savings in costs and expenses between the date of abandonment and the anticipated completion date
- (ii) the amounts, costs and expenses described in (a) (b) (c) and (d) above subject to the contract price having been reflected in the Insured's estimate of gross production costs.

Limit of Indemnity

'Limit of Indemnity' will mean the maximum liability of the Insurers in respect of any one accident or series of accidents arising out of any one occurrence as specified in the Schedule.

Premises

'Premises' will mean the premises stated in the Schedule.

Principal Persons

'Principal Person(s)' means any principal recording artiste, film star, director, producer, leading cameraman or recording effectsman or any other person on whom the Production substantially depends.

Production

'Production' will mean any film, video, multimedia production or conference or event (other than where income is generated by speculative ticket sales) undertaken by the Insured.

Territorial Area

Area 1 Premises will mean:
while at any Premises detailed in the Schedule

Area 2 UK and Europe will mean:
while anywhere in the United Kingdom, Isle of Man, Channel Islands, any other member state of the European Union, Norway, Andorra, Switzerland, Monaco, Liechtenstein, Gibraltar, San Marino and Iceland.

Area 3 Worldwide will mean:
anywhere in the World.

Contents

Page	6	Section A — production property
Page	12	Section B — property damage “all risks”
Page	21	Extension – loss of money
Page	24	Section C — business interruption “all risks”
Page	43	Section D – production insurance (multimedia & producers indemnity)
Page	47	Section E — employers liability
Page	52	Section F — public and products liability
Page	62	General Conditions
Page	66	General Exclusions
Page	69	Complaints Procedure

Section B — property damage “all risks”

In the event of the Property Insured described in the Schedule being accidentally lost destroyed or damaged during the Period of Insurance the Insurers will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Insurers’ option reinstate or replace such property or any part of it.

Provided always that the liability of the Insurers under this Section will not exceed:

- a) in the whole the Total Sum Insured or in respect of any item its sum insured or any other limit of liability stated in the Schedule at the time of the loss destruction or damage
- b) the sum insured (or limit) remaining after deduction for any other loss destruction or damage occurring during the same Period of Insurance, unless the Insurers shall have agreed to reinstate any such sum insured (or limit).

Property Insured Buildings

Definitions

- a) Buildings described in the Schedule and including:
 - i) landlords’ fixtures and fittings
 - ii) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
 - iii) walls, gates and fences
 - iv) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured’s responsibility
 - v) yards, car-parks, roads, pavements, forecourts, all constructed of solid materials and landscaping.

Contents

- b) Contents therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible including:
 - i) tenants’ improvements, alterations and decorations, including air conditioning equipment
 - ii) so far as they are not otherwise insured, employees’, directors’ and visitors’ personal effects and tools of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person
 - iii) Contents of outbuildings
 - iv) Contents in the open yards
 - v) satellite transmission and receiving equipment
 - vi) wines, spirits, tobacco, cigars not exceeding £500 in total

but excluding

- i) landlords’ fixtures and fittings
- ii) stock and materials in trade
- iii) money and stamps (including National Insurance stamps) bonds, credit cards and securities in excess of £500
- iv) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- v) computer systems records except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- vi) any expense in connection with the production of the information to be recorded in documents, manuscripts, business books or computer systems records

vii) vehicles licensed for road use including accessories thereon.

Stock

c) Stock and materials in trade therein and thereon the property of the Insured or held by the Insured in trust for which the Insured is responsible.

Miscellaneous

d) As described under the heading 'Description' in the Schedule.
For the purpose of determining where necessary the heading under which any property is insured the Insurers agree to accept the designation under which such property has been entered in the Insured's books.

**Architects', Surveyors',
Legal and Consulting
Engineers' Fees**

Clauses applicable to Section B

- a) The insurance by each item on Buildings and Contents includes an amount in respect of Architects' Surveyors' Legal and Consulting Engineers' Fees.
- b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of Property Insured consequent upon its loss destruction or damage but not for preparing any claim it being understood that the amount payable under the item will not exceed in total its sum insured.

**Automatic
Reinstatement of Loss**

In the absence of written notice by the Insurers or the Insured to the contrary the insurance hereby shall not be reduced by the amount of any loss in consideration of which the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance provided always that:

- a) the aggregate of the amounts so reinstated for losses by Theft during any one Period of Insurance will not exceed the amount of the sum insured
- b) the Insured shall take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurers may require.

Capital Additions

The insurance by this Section shall subject to its terms and conditions extend to cover:

- a) any newly acquired Building and Contents in the United Kingdom in so far as the same are not otherwise insured: and
- b) alterations, additions and improvements to Buildings and Contents but not in respect of any appreciation in value during the current Period of Insurance at any of the premises hereby insured.

Provided always that:

- i) at any one situation this cover shall not exceed 15% of the Total Sum Insured on such property or £500,000 whichever is the lesser
- ii) the Insured undertakes to give particulars of such extensions of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Insurers' liability
- iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under ii) above.

Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which following DAMAGE insured hereby is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the Insurers will be based on the contract price.

Contracting Purchasers

If at the time of DAMAGE the Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the property is not insured against such DAMAGE by him or on his behalf will be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurers until completion.

Customers' Goods

The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by the Insured or not upon which work is to be is being done or has been done on behalf of customers by the Insured or which may be left in the Insured's custody it is agreed that all such goods will be held to be insured by the item(s) on the Schedule relating to Stock except in so far as they may be more specifically insured elsewhere.

Deterioration of Food

The insurance under this Section covers loss of or damage by deterioration, contamination or putrefaction of foodstuffs the property of the Insured or held by the Insured in trust or on commission and for which they are responsible while contained in any refrigeration units at the Premises resulting from:

- a) rise or fall in temperature caused by:
 - i) the breaking, distortion or burning out of any part of the unit including its own wiring terminating at and including the plug and fuse arising from mechanical breakdown or electrical defects in the unit occurring while the unit is being used under normal working conditions
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the unit
 - iii) accidental failure of the public supply of electricity
- b) accidental leakage of refrigerant or refrigerant fumes from the unit but excluding:
 1. loss or damage caused by or resulting from:
 - A) failure of the public supply services which do not exceed 30 consecutive minutes
 - B) failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertaking's systems or any scheme of rationing not necessitated by accidental damage to the public supply undertaking's generating or supply equipment
 - C) wear and tear, deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls
 - D) refrigeration units over 10 years old
 2. loss of or damage to foodstuffs in any refrigeration unit without hermetically sealed motors and compressors unless such unit is under guarantee or an annual maintenance contract
 3. the amount of the Excess stated in the Schedule.

The Insurers maximum liability in respect of all losses arising from one occurrence or all occurrences of a series consequent upon or attributable to one or original cause is £2,500.

Drains

The insurance includes expenses necessarily and reasonably incurred by the Insured with the consent of the Insurers in cleaning and/or clearing drains sewers or gutters the property of the Insured or for which they are responsible following DAMAGE insured hereby.

Exhibitions

In respect of Property Insured covered within Territorial Area 1 – Premises only the insurance under this Section includes such property while at any indoor exhibition within Great Britain Northern Ireland the Channel Islands and Isle of Man including transit thereto and therefrom for a period not exceeding 15 consecutive days.

The Insurers maximum liability any one exhibition will not exceed £10,000.

Fire Extinguishment Expenses

The Insurers will pay the reasonable costs incurred by the Insured in:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms

all in consequence of DAMAGE insured hereby.

Glass

In the event of accidental breakage of fixed glass for which the Insured is responsible the Insurers will indemnify the Insured in respect of the cost of:

- a) replacement or repair of such glass with glass of a similar quality or as otherwise recommended by the British Code of Practice BS6262
- b) temporary boarding up necessarily incurred through breakage of the glass
- c) damage to frames and framework of any description and the cost of removing or replacing any Stock or Contents that may have to be removed to replace the glass not exceeding £500.

This clause does not cover:

- i) the cost of silvering, embossing, lettering bending or ornamenting glass in excess of £500 any one loss
- ii) breakage of cracked or scratched glass
- iii) breakage, damage or loss resulting from repairs or alterations to the Premises or whilst the Premises are vacant or unoccupied
- iv) breakage, damage or loss caused by fire, lightning, explosion or earthquake unless the Buildings of the Premises at which the breakage occurred is insured under this Policy
- v) in respect of each and every loss the amount stated in the Schedule as the Excess

Index Linking

Where so indicated in the Schedule to this Section the sum insured will be adjusted during the Period of Insurance in accordance with fluctuations in suitable indices of cost.

In the event of loss the sum insured will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay.

The premium will remain unchanged during the Period of Insurance but at each renewal the premium will be calculated on the revised sum insured.

Landscaped Gardens

This Section includes costs and expenses incurred with the consent of the Insurers in making good destruction of or damage to landscaped gardens or grounds at the Premises caused by DAMAGE as insured hereby but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following replanting
- c) the failure of seeds to germinate.

Provided always that:

- i) the Insurers will not be liable for the first £1,000 in respect of each and every loss arising from DAMAGE caused by Storm, Flood or Malicious Persons (other than by Fire or Explosion) not acting on behalf of or in connection with any political organisation or All Other DAMAGE
- ii) the Insurers' liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the less.

Metered Water

The Insurers will pay the cost for which the Insured is responsible in respect of loss of metered water provided always that:

- a) the amount payable in respect of any one Premises is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of DAMAGE insured hereby
- b) the Insurers' liability under this clause any one occurrence shall not exceed £10,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

Mortgagees and Lessors

Any increase in the risk of DAMAGE resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority and that the Insurers are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

Non-Invalidation

The insurance hereby will not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided always that the Insured immediately they become aware thereof will give notice to the Insurers and pay an additional premium if required.

Other Interests

It is agreed that various parties may have a legal interest in part of the property insured by this Section and the Insured undertakes to declare the name nature and extent of any interest of any such parties at the time of the DAMAGE.

Removal of Debris

The insurance by all items of this Section except those applying wholly or in part to Stock if insured includes costs and expenses necessarily incurred by the Insured with the consent of the Insurers in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) boarding up

of the portion or portions of the property insured by the said items destroyed or damaged by any cause not herein excluded.

The liability of the Insurers under this clause and the Section in respect of any item will in no case exceed the sum insured thereby.

The Insurers will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
2. arising from pollution or contamination of property not insured by this Section.

Rent

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its loss or damage and then the amount payable will not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

Stock Debris Removal Costs

Any insurance on 'Stock Debris Removal Costs' applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurers in removing debris of the portion or portions of the Stock destroyed or damaged by any cause not herein excluded. The Insurers will not pay for any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the surface of the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this Section.

Subrogation Waiver

In the event of a claim arising under this Section the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the DAMAGE
- b) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the DAMAGE
- c) any tenant or lessee in respect of DAMAGE to that part of the Premises in the demise of that tenant or lessee or to those parts of the Premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such DAMAGE arises out of a criminal or malicious act of the tenant or lessee.

Temporary Removal

The property insured by this Section (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain, Northern Ireland the Channel Islands and the Isle of Man provided that:

- a) the liability of the Insurers under this clause in respect of each item of the Section for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the sum insured by the item
- b) this clause does not apply to property in so far as it is otherwise insured.

Temporary Removal of Documents and Computer System Records

This Section includes the following whilst temporarily removed to premises not in the Insured's occupation but whilst remaining within Great Britain, Northern Ireland the Channel Islands and the Isle of Man:

- a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to 10% of the total value of such property
- b) computer system records up to 10% of the limit of liability stated in the definition of Contents.

Tenants

The interest of the Insured will not be prejudiced by any act or neglect of any tenant or occupier of any premises whereby the risk of DAMAGE is increased without the authority or knowledge of the Insured provided the Insured will immediately on becoming aware thereof give notice to the Insurer and pay any additional premiums.

Trace and Access

It is agreed that in the event of DAMAGE resulting from Escape of Water or Fuel Oil if insured hereby, damage to cables, underground pipes and drains serving the premises this Section includes the costs necessarily and reasonably incurred with the consent of the Insurers in:

- a) locating the source of such DAMAGE
- b) the subsequent making good of damage caused as a consequence thereof provided that the Insurers' liability any one occurrence shall not exceed £25,000 or 10% of the Sum Insured by this Section, whichever is the lesser.

Unauthorised use of Electricity Gas or Water

This Section includes the cost of metered electricity, gas, or water for which the Insured are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the Premises without the Insured's authority.

Provided always that:

- i) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- ii) the Insurers' limit of liability any one occurrence shall not exceed £10,000 or 10% of the sum insured by the relevant item, whichever is the lesser.

Workmen

Workmen are allowed to work in the Buildings for the purposes of effecting repairs, minor additions and alterations or decorations without prejudice to this insurance.

Theft of Keys

Where DAMAGE by theft is not excluded in its entirety the Insurers will pay to the Insured the reasonable expenses not exceeding £500 incurred for the necessary replacement of locks following the loss of keys to the Premises or any safe or strongroom therein caused by theft from the Premises or from the private residence of the Insured or an authorised employee.

Damage by Theft to the Building of the Premises

The insurance by this Section includes damage to the buildings of the Premises (Including damage to glass which is accepted by a police authority as prima facie evidence of attempted theft) falling to be borne by the Insured which directly results from theft or attempted theft (as otherwise insured hereby).

Provided always that if the Buildings of the Premises are not insured by this Section the liability of the Insurers under this clause during any one Period of Insurance will not exceed the sum of £25,000 or the Total Sum Insured if less.

Condition of Average (Underinsurance)

Supplementary Conditions applicable to Section B

The sum insured by each item of this Section (other than those applying solely to fees, rent, removal of debris or private dwelling houses) is declared to be separately subject to Average.

Fire Break Doors and Shutters

The Insured hereby undertakes to maintain all firebreak doors and shutters within his custody or control in efficient working order and to keep them free from obstruction at all times.

Fire Extinguishing Appliances

All fire extinguishing appliances at the Premises are required to be serviced and maintained under an annual service contract with approved suppliers or as otherwise agreed with the Insurers. Subject to observance of this requirement the insurance under this Section will not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the Insured.

Unoccupied Buildings

The Insured will notify the Insurers when any Buildings become unoccupied or when an unoccupied Building or portion thereof becomes occupied and will pay a suitable additional premium if required.

European Union and Public Authorities (including Undamaged property)

Subject to the following Special Conditions the insurance in respect of Buildings and Contents extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Union Legislation, or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority (hereinafter referred to as the Stipulations) in respect of
 - i) the lost destroyed or damaged property hereby insured
 - ii) undamaged portions thereof excluding:
 - 1) the cost incurred in complying with the Stipulations:
 - i) in respect of DAMAGE occurring prior to the granting of this extension
 - ii) in respect of DAMAGE not insured by the Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged
 - 2) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
 - 3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Special Conditions

- i) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the DAMAGE' or within such further time as the Insurers may allow during the said 12 months and may be carried out upon another site if the Stipulations so necessitate subject to the liability of the Insurers under this condition not being thereby increased.
- ii) If the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under the extension (in respect of any such item) shall be reduced in like proportion.
- iii) The total amount recoverable under any item of this Policy in respect of this extension shall not exceed:
 - a) in respect of the lost destroyed or damaged property — its sum insured
 - b) in respect of undamaged portions of property (other than foundations) — 15% of the total amount for which the Insurers would have been liable had the property insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed
- iv) The total amount recoverable under any item of this Policy shall not exceed its sum insured.
- v) All the terms and conditions of this Policy except in so far as they are varied.

Reinstatement

Subject to the following Special Conditions the basis upon which the amount payable in respect of Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose 'reinstatement' means:

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Insurers is not increased may be carried out:
 - i) in any manner suitable to the requirements of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

1. The liability of the Insurers for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this Supplementary Condition shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
3. All the terms and conditions of the Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby
 - b) where claims are payable as if this Supplementary Condition had not been incorporated.
4. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Supplementary Condition exceeds its sum insured at the commencement of any DAMAGE, the liability of the Insurers shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

Exclusions (applicable to Section B)

In accordance with the exclusions and definitions as attached to Section C (see page 37)

General Exclusions

1. Nuclear and War Risks, Government or Public Authority and Sonic Bangs

This Policy does not cover:

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Definition

For the purposes of this General Exclusion the following special meanings will apply:

'Nuclear Installation' will mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

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

'Nuclear Reactor' will mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

2. Terrorism

(Applicable to Sections A, B, C and D only)

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever arising therefrom or any consequential loss occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where the Insurers allege that by reason of this General Exclusion cover is not provided under this Policy

the burden of proving that such loss or damage, expense or consequential loss is covered shall be upon the Insured.

Definition

For the purposes of this General Exclusion the following special meaning shall apply:

'Terrorism' shall mean:

- a) in respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
- i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

3. Northern Ireland

DAMAGE or CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of DAMAGE or CONSEQUENTIAL LOSS by Fire or Explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons.

4. Electronic Risk

- (1) DAMAGE to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such DAMAGE is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack.
- (2) CONSEQUENTIAL LOSS directly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack but this shall not exclude DAMAGE or CONSEQUENTIAL LOSS which results from a Defined Peril (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence).

Definitions

For the purpose of this General Exclusion the following special meanings will apply:

'Virus or Similar Mechanism' will mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses or worms or logic bombs.

'Hacking' will mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data whether the property of the Insured or not.

'Denial of Service Attack' will mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network service, network connectivity or information systems. Denial of Service Attacks include but are 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 between and amongst networks.

5. Date Related Performance and Functionality

applicable to all insurances other than Employers' Liability and Personal Accident:

- i) loss destruction of damage
- ii) consequential loss additional expenditure or extra expenses
- iii) legal liability
- iv) other fees costs disbursements awards or other expenses of whatever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with
 - i) any date denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not and whether operating before during or after the Year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity this will not exclude subsequent loss destruction or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a Defined Peril otherwise covered by this Policy.

Definitions

For the purpose of this General Exclusion the following special meanings will apply:

'Data Processing System' will mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Complaints Procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore, in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right. However, sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review. The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02
or email: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2,000,000
- a charity with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000

If you are unsure whether the FOS will look at your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Zurich Insurance plc

A public limited company incorporated in Ireland.

Registration No. 13460

Registered Office: Zurich House, Ballsbridge Park, Dublin 4,
Ireland. UK Branch

Registered in England and Wales Registration No. BR7985

UK Branch Head Office: The Zurich Centre, 3000 Parkway,
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Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request

Following this complaints procedure does not affect your legal rights.



FOCUS

policy

FOCUS



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are authorised and regulated by the Financial Services Authority