

**GO KARTING AND QUAD BIKING  
TRACK OPERATORS  
INSURANCE POLICY**



**China Insurance Co. (UK) Ltd**

**Arranged by:**

**DOA Underwriting Ltd  
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# GO KARTING AND QUAD BIKING TRACK OPERATORS COMBINED POLICY

The proposal (including any supplementary proposals) and declaration made by the Insured are the basis of and form part of this Policy.

The China Insurance Company (UK) Ltd (hereinafter called "the Company") in consideration of the payment of the premium by the Insured and subject to all terms Definitions Limits of Indemnity Excesses Exceptions Conditions and any Memoranda endorsed hereon will indemnify the Insured in the terms of this Policy against his:-

## **Public and Products Liability**

- liability at law for damages and claimant's costs and expenses in respect of

- (a) Injury to any person
- (b) Damage to Property
- (c) Interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance

occurring during the Period of Insurance and caused in connection with the Business within the Territorial Limits.

## **Employers Liability**

- liability at law for damages and claimants costs and expenses in respect of injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business within the Territorial Limits

## **All Risks, Glass, Business Interruption, Goods in Transit, Money.**

- losses, notwithstanding anything to contrary contained herein this Certificate does not cover loss, damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation of nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise this Certificate shall become void and all claim hereunder shall be forfeited.

Date

Checked

**Signed**

**For and on behalf of the  
China Insurance Company (UK) Ltd**

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### **SECTION 2a – ALL RISKS PREMISES ONLY**

3. Machinery, Plant, Fixtures and Fittings and all other contents the property of the Insured or held by them in trust for which they are responsible situate at risk location only
4. Stock and Materials in Trade the property of the Assured or for which they are responsible situate at risk location only

Excess each and every loss

### **SECTION 2b - MATERIAL DAMAGE**

5. Building includes landlords fixtures and therein and thereon situate or rent payable at risk location only
6. Tenants Improvements, interior Decorations, Fixtures and Fittings the property of the Assured or for which they are responsible at the risk location only

7. Maximum Loss any one incident for both sections 1, 2 a and b together

8. Max Value any one item for both sections 1 and 2a and b together

Excess each and every loss

### **SECTION 3 – GLASS**

7. Fixed Glass

Excess each and every loss

### **SECTION 4 - BUSINESS INTERRUPTION**

9. Estimated Gross profit

10. Increased costs of working expenses

## **SECTION 5 - GOODS IN TRANSIT**

11. Goods in Transit - Max any one transit

Stock as insured under the All Risks Premises only section

Stock as insured under the All Risks UK Section As per A/R UK Section.

Excess each and every loss

7.5% of each and every claim involving loss from an unattended vehicle, subject to £xxxxxxx excess as a minimum each incident.

Protection Warrantee Limit:-

Vehicles hired in by the insured

## **SECTION 6 – MONEY**

12. Annual Carryings

13. Single Loss Limit

Excess each and every loss

## **SECTION 7 (a & b) - PUBLIC and PRODUCTS LIABILITY**

14. Insured's Annual Turnover

15. Limit of Indemnity «LOL» any one occurrence unlimited in the period of Insurance other than in respect of Products Liability where the Limit applies in the aggregate in any one Period of Insurance.

Excess each and every loss for third party property damage -

## **SECTION 8 - EMPLOYERS LIABILITY**

16. Insured's Annual Wages Paid

17. Limit of Indemnity £10,000,000.00 any one occurrence unlimited during any one Period of Insurance. Limits are inclusive of costs, charges and expenses.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the under mentioned Policy other than as above attached.

ATTACHED TO AND FORMING PART OF MASTER POLICY NUMBER .....

Name of Broker: DOA Underwriting Ltd

Date of Issue:

Issued at: First Floor Offices, Robinson House, Haslers Lane, Grt Dunmow, Essex, CM6 1XS

**C. I. C. UK. Ltd**

By: \_\_\_\_\_

Authorised Representative

**Bona Fide Sub Contractors Warranty**

It is warranted that all Sub Contractors have Employers' Liability and Public Liability Insurance in respect of their liability at law for bodily injury, or loss or damage to property arising in connection with business described in this policy and that:-

- i) the limit of indemnity of the Public Liability Insurance not be less than £5,000,000 in respect of any one claim cause.
- ii) Such insurances have been extended to indemnify the Assured as Principle against all liability for such bodily injury, or loss or damage to property.

**Endorsement:**

The total limit under the Goods In Transit and All Risks sections as specified in the schedule shall not exceed the total as specified under the All Risks section of this policy. Where the limit is higher than this figure the assured shall be considered to be under insured and therefore the condition of average shall apply as defined under Exclusion and Condition 3 of the All Risks section of this policy.

Exclusion:

It is hereby noted and agreed that any loss or damage arising from the application of heat away from the insured's premises is excluded.

Warranty:

It is hereby warranted that the alarm system fitted to the Risk location as shown above to be Central Station signalling with Redcare monitoring and to be maintained by a NACOSS approved installer.

**GENERAL EXCEPTION - TERRORISM EXCLUSION**

- a) Loss Destruction or Damage or Loss of Income in England and Wales and Scotland proximate cause of which is an act of TERRORISM

b) b) Damage or Loss of Income in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- (i) civil commotion
- (ii) TERRORISM

For the purposes of this Policy TERRORISM shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or Loss of Income is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such Damage or Loss of Income is covered (or is covered beyond the Limit of Liability) shall be upon the Insured.

This GENERAL EXCEPTION does not apply to Section 8 in so far as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employees employment or engagement by the Insured for which the Liability of the Company for all damages costs fees and expenses is limited to £5,000,000 in respect of any one claim or series of claims arising out of one occurrence

## SECTIONS 1 and 2 - ALL RISKS

**INTEREST:** Underwriters hereby agree to indemnify the Assured against All Risks of Physical Loss or Damage to the Property as defined in the schedule. Where it is noted under the All Risks section of the schedule attached to this document, this policy shall also extend to indemnify the hirer against All Risks of physical loss or damage to the property but excluding theft or unexplained inventory shortages to the property as defined in the schedule BUT

EXCLUDING :-

1. (a) The first «**Excess**» of each and every loss where this policy is to indemnify the owner of the property as defined in the schedule but excluding 20% of the total loss (being subject to a minimum of the excess as defined in the schedule of this document and a maximum of £2500.00) where this policy is to indemnify the hirer of the equipment as defined in the schedule.  
(b) Where such loss is from unattended vehicles and the insured equipment is under the custody and control of the insured the excess shall be 7.5% of the loss subject to a minimum of «**Excess**».
2. Loss or Damage caused by wear and tear, gradual deterioration or contamination, depreciation, frost, damp, mildew, rust, oxidation, vermin, moth, insects, normal atmospheric conditions, scratching, rubbing or abrasion, any process of dyeing, cleaning, repair or renovation.
3. Disappearance, unexplained or inventory shortage.
4. Damage to flooring by footwear.
5. Mechanical or electrical breakdown and/or derangement of machinery or equipment.
6. Consequential Losses.
7. Losses from unattended vehicles or trailers or the like between the hours of 0.00 and 07.00 unless left in a locked and secure building or compound or in situ at a venue to which the assured has been contracted to work and where any secure building or compound is either unavailable or unpractical to use.
8. Losses whilst in transit whilst in any vehicle not owned by the insured and accompanied by the insured or the insured employees.
9. Losses from unattended vehicles or trailers not through forcible and violent entry
10. Damage to karts and quad bikes whilst in use.

AND SUBJECT TO THE WARRANTIES DETAILED BELOW :-

- i) All vehicles and/or trailers to hold more than £5,000 Insured stock must be fitted with an appropriate alarm and key operated immobiliser. All security features on the vehicles to be properly maintained and effected whilst unattended by the Insured or responsible person. Trailer also to be fitted with adequate physical security to restrict movement whilst unattended by the Insured or person made responsible for it.

**CONDITIONS AND EXCLUSIONS:**

1. The Assured shall, as soon as reasonably practicable, give to the Underwriters notice in writing with full particulars of the happening of any occurrence likely to give rise to a claim under this Insurance, of the receipt by the Assured of notice of any claim and of the institution of any proceeding against the Assured.
2. This Insurance does NOT COVER
  - a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
    - iii) any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. This policy is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the sum insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this policy bears to the total value of the said property.
4. In the event of property being hired out unaccompanied it is a condition of this insurance that a signed hiring agreement be obtained holding the hirer responsible for any loss or destruction.

## **SECTION 3 - GLASS**

The Underwriters hereby agree to indemnify the Assured occurring during the Period of Insurance following breakage of fixed glass as described in the Schedule for loss of or damage including the cost of boarding up where necessary pending replacement at the Premises described in the Schedule, but Underwriters shall not be liable for more than the sum Insured stated in the Schedule.

### Excluding

1. any disfiguration or damage other than fracturing extending through the entire thickness of the glass.
2. ornamental glass, glass table tops, glass shelves, glass lenses, glass light and neon fittings.
3. damage to or the cost of removing or restoring windows fittings, frames or other obstruction or replacement.

### Special Conditions

- 1) Notwithstanding anything contained in the Certificate to the contrary this Section is not subject to the Condition of Average.
- 2) In determining the amount of any loss all glass shall be considered fixed plain plate of ordinary glazing quality unless the Underwriters have been otherwise advised in writing. The liability of the Underwriters shall be limited to the replacement value of the glass or the sum insured specified in the Schedule whichever is the lower and Underwriters may at their option pay such value in money or replace the broken glass of equal quality or repair, reinstate or replace such property.

## **SECTION 4 - BUSINESS INTERRUPTION**

### **1) GROSS PROFIT**

If during the period of Insurance any building or other property of any part thereof used by the Assured at the premises for the purpose of the trade or business be destroyed or damaged by any of the perils insured by Sections 1 and 2 including explosion of any steam boiler or economiser on the Premises and destruction or damage so caused (being hereinafter termed damage) and the business carried on by the Assured at the Premises be in consequence thereof interrupted or interfered with.

THEN THE UNDERWRITERS WILL PAY TO THE ASSURED in respect of each item in the Specification attached hereto and forming part of this Section the amount of loss resulting from such interpretation interruption or interference in accordance with the provisions therein contained.

PROVIDED THAT at the time of the happening of the damage there shall be in force an insurance covering the interest of the Assured in the property at the premises against such damage and that payment shall have been made all liability admitted therefore under such insurance.

AND THAT the liability of the Underwriters shall in no case exceed in respect of each item the sum expressed in the said specification to be insured thereof or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefore by memorandum signed by or on behalf all the Underwriters. Providing that where the sum insured in the specification is shown as estimated the liability of underwriters in respect of item 1 - Gross Profit shall be restricted to 133.333% of the Estimated Gross Profit Sum Insured stated therein.

SPECIAL CONDITIONS relating to this section

1. This Section shall be avoided if
  - a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued.
  - b) the Assured's interest ceases otherwise than by death
  - c) any alterations made either in business or in the premises or property herein whereby the risk of damage is increased.At any time after the commitment of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Underwriters.

2. On the happening of any damage in consequence of which a claim is or may be under this Section, the Assured shall forthwith give notice in writing to the Underwriters, and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall not later than 30 days after the expiry of the indemnity period or within such further time as the Underwriters may in writing allow, at his own expense deliver to the Underwriters in writing a statement setting forth particulars of his claim, together with details of all other consequences covering the damage or any part of it or consequential loss of any kind resulting therefrom. The Assured shall at his own expense also produce and furnish to the Underwriters such books of accounts and other business books, vouchers, invoices, balance sheets and further other documents, proofs, information, explanation and other evidence as may reasonably be required by Underwriters for the purpose of investigating or verifying the claim together with (If demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payments on account of the claim already made shall forthwith be repaid to the Underwriters.

3. This Section and the Specification annexed (which forms an integral part of this Section) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Section or of the Specification shall bear such specific meanings wherever they appear .

**SPECIFICATION**

On Gross Profit, sums insured unspecified in the schedule  
The insurance is limited to loss of Gross Profits due to (a) Reduction In Turnover (b) additional cost of working and the amount payable as indemnity hereunder shall be:

- (a) in respect of reduction in turnover: the sum produced by applying the rate of Gross Profits to the amount by which the turnover during the Indemnity Period shall in consequence of the damage, fall short of the Standard Turnover,
- (b) in respect of additional cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the rate of Gross Profit to the amount of the reduction thereby avoided, less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damage, provided that (unless the Sum Insured in the Specification is shown as Estimated when this proviso shall not be applicable) if the sum insured by this item be less than the sum produced by applying the rate of Gross Profit to the Annual Turnover the amount payable shall be proportionally reduced.

DEFINITIONS - Gross Profit: The amount by which: -  
i) the sum of the amount of turnover and the amounts of the closing stock and work in progress shall exceed  
ii) the sum of the amounts of the opening stock and work in progress and the amount of the specified working expenses.

NOTE: the amounts of opening and closing stocks and work in progress shall be arrived at in accordance with the Assured's normal accountancy methods, due provision being made for depreciation.

Specified working expenses:  
100% of purchases less any discounts received.  
100% of bad debts.

Turnover:  
The money paid or payable to the Assured for goods sold and delivered and for services rendered in course of the Business at the Premises defined in the Schedule.

Indemnity period:  
The period beginning with the occurrence of the damage and ending not later than twelve months or such other period as may be substituted for the twelve months in the Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

Rates of Gross Profit - } to which such adjustments shall be made as may be necessary  
The rate of gross earned on the turnover during the } to provide for the trend of Business and for variations in or  
financial year immediately before the date of the damage. } special circumstances affecting the Business either before or  
Annual Turnover - } after the Damage of which would have affected  
The turnover during the period in the twelve months } the Business had the damage not occurred, so that the figures  
immediately before the date of the damage } thus adjusted shall represent as nearly as may be reasonably  
Standard Turnover - } practicable the result which but for the Damage would have  
The turnover during the period in the twelve months } been obtained during the relative period after the damage.  
immediately before the date of the damage which }  
corresponds with the Indemnity Period }

- NOTES:
- 1. The words and expressions used in these definitions shall have the meaning usually attached to them in the books and accounts of the Assured.
  - 2. To the extent that the Assured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
  - 3. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Memo 1. If during the Indemnity period work shall be done for services rendered elsewhere than at the Premises for the benefit of the Business either by the Assured or by others on the Assured's behalf the money paid or payable in respect of such work shall be brought into account in arriving at the group's profits during the indemnity period.

Memo 2. Any particulars or details contained in the Assured's books of accounts or other business books or documents which may be required by Underwriters under any condition of this insurance for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Assured and their report shall be prima facie evidence of the particulars and details to which such record relates. The Underwriters will pay to the Assured the reasonable charges payable by the Assured to their professional accountants for producing such particulars or details of any other groups, information or evidence as may be required by the Underwriters under the Terms of any Conditions of their insurance and reporting that such particulars or details are in

accordance with the Assured's books of accounts or other business books or documents, provided that the sum of the amount payable under this clause and the amounts otherwise payable under this section shall in no case exceed the liability of Underwriters by this Section.

Memo 3 -

(a) If the Sum Insured in the Specification is not shown as Estimated  
In the event of the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Assured Auditor's such amounts to be proportionally increased when the Indemnity Period exceeds 12 months being less than the sum insured thereon, a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance will be made in respect of the difference. If any damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

(b) If the Sum Insured in the Specification is shown as Estimated  
The premium paid at the commencement of each period of insurance is provisional and the Assured shall declare the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Assured's Auditors (such amount to be proportionally increased when the Indemnity Period exceeds twelve months). The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted by allowing the Assured a return of premium not exceeding 50% of the premium paid or by the Assured paying an additional premium whichever is appropriate. If any damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

Memo 4. Payments on account to be made monthly during the Indemnity Period, if desired, subject to adjustment at the termination of such period.

Memo 5. Damage as defined by this Section shall include property in the vicinity of the Assured premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises of the Assured thereafter shall be damaged or not.

Memo 6. New Business - For the purpose of any claim arising from Damage occurring before the completion of the first year's trading of the Business at the Premises the terms "Standard Turnover" and "Rate of Gross Profit" shall have the following meaning and not as within stated: -

Rate of Gross Profit - The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the damage. } to which such adjustments shall be made as may be necessary } to provide for the trend of the Business and for variations in } other circumstances affecting the Business either before or } after the Damage or which would have affected the Business } had the Damage not occurred so that the figures thus adjusted } shall represent as nearly as may be reasonably practicable the } results which but for the Damage would have been obtained } during the relative period after the Damage. }

Rate of Gross Profit - The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Damage.

Standard Turnover - The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the Damage.

Memo 7. Subrogation Waiver - In the event of a claim arising under this Policy, the Underwriters 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 Assured as defined in section 154 of the Companies Act 1948.
- b) any Company which is a Subsidiary of a Parent Company of which the Assured are themselves a subsidiary in each case within the meaning of section 154 of the Companies Act 1948.

Memo 8. Departmental - If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of the Items in on Gross Profit and where applicable wages shall apply separately to each department affected by the Damage.

Memo 9. Salvage Sale - If following Damage giving rise to a claim under this Section the Assured shall hold a salvage sale during the Indemnity Period clause (a) of the Item of Gross Profit shall for the purpose of such claim read as follows: -

(a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the Damage fall short of the Standard Turnover from which sum shall be deducted from the Gross Profits actually earned during the period of the salvage sale.

Memo 10. Output Option - It is agreed and declared that, at the option of the Assured, the term Output may be substituted for the term Turnover and for the purposes of this Certificate Output shall mean the sale value of goods, manufactured by the Assured in the course of the Business at the Premises, provided that:

(a) Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined).  
(b) If the meaning set out above be used memo 1 shall be altered to read as follows: -  
If during the Indemnity Period goods shall be manufactured other than at the Premises for the benefit of the Business either by the Assured or by others on the Assured's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the Output during the Indemnity Period.

Memo 11. Transit - Loss as insured by this Section resulting from Damage to the property of the Assured whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland shall be deemed to be a loss resulting from Damage to the property used by the Assured at the Premises provided that after the application of all other terms, conditions and provisions of the Section the liability under this Extension in respect of any one occurrence shall not exceed 10 percent of the sum insured as shown for this subsection in the Schedule.

Subject otherwise to the terms, limitations and conditions contained in this Certificate.

## **2) INCREASED COST OF WORKING**

In the event of any building or other property or any part thereof used by the Assured at the Premises for the purpose of the Business being destroyed or damaged by the perils Insured under Section 1 and the Business as stated in the Schedule carried on by the Assured at the premises as stated on the Schedule be in consequence thereof interrupted or interfered with

THEN THE UNDERWRITERS WILL PAY TO THE ASSURED the amount of loss resulting from such interruption or interference in accordance with the provisions herein contained.

PROVIDED THAT at the time of the happening of the damage there shall be in force an insurance covering the interests of the Assured in the property at the Premises against such damage and that payments shall have been made all liability admitted therefore under such insurance.

AND THAT the liability of the Underwriters shall in no case exceed the total sum insured hereby as specified in the Schedule or such other sum or sums as may hereinafter be substituted therefore by memorandum signed by or on behalf of the Underwriters.

The insurance under this Sub - Section is limited to Increased Cost of Working and the amount payable as indemnity thereafter shall be: -

THE ADDITIONAL EXPENDITURE (including costs of moving to and from the additional Rent of temporary premises, and compensation or premium necessary to obtain use of same; additional Rates and Taxes thereon and expenses incurred in installing and/or hiring such furniture, fixtures and fittings as may be required to render said premises suitable for occupation as offices; additional costs in respect of lighting, heating and water; additional costs in respect of telephone, stationery, advertising, printing and traveling expenses; additional cost in respect of additional staff and overtime and allowances for meals to existing staff) reasonably incurred in order to minimise any interruption or interference as aforesaid with the Business during the Indemnity Period.

## **DEFINITIONS**

Indemnity Period: The period beginning with the occurrence of the damage and ending not later than 12 months thereafter during which the results of the Business shall be affected in consequence of the damage.

The liability of the Underwriters under this section is limited to an amount payable of 40% of the sum insured during the first three months of the Indemnity Period.

Auditors Charges: The Insurance under this Section is extended to cover the reasonable charges payable by the Assured to their Auditors for producing and certifying any particulars for details contained in the Assured's books or accounts or other proofs, information or evidence as may be required by the Underwriters. Notwithstanding this extension the Underwriters maximum liability hereunder shall not exceed the sum insured as stated in the Schedule.

## **CLAUSES**

### **1) DENIAL OF ACCESS**

Loss as insured by this Section includes loss resulting from interruption of or interference with the Business in consequence of accidental loss or damage to the property in the vicinity of the Assured's Premises which restricts access to the Assured's premises but excluding such loss or damage to public utilities.

Provided that the Underwriters liability in respect of any one occurrence shall not exceed the Sum Insured on any item of this Section.

### **2) PUBLIC UTILITIES**

Loss as insured by this Section includes loss resulting from interruption of or interference with the Business in consequence of accidental loss or damage at the land - based premises of any public supply undertaking providing the Assured Premises with the services of electricity gas water and telecommunications where such interruption or interference exceeds 30 minutes duration.

Provided that the Underwriters liability in respect of any one occurrence shall not exceed the Sum Insured on any Item of this Section.

### **3) PROPERTY AWAY FROM THE PREMISES**

Loss as insured by this Section includes loss resulting from interruption of or interference with the Business in consequence of accidental loss or damage to property of the Assured whilst at any premises not occupied by the Assured and whilst in transit in Great Britain or Northern Ireland.

Provided that the Underwriters liability in respect of any one occurrence shall not exceed 10% of the Sum Insured on any item of this Section.

## **SECTION 5 - GOODS IN TRANSIT**

### **DEFINITIONS specific to this section only.**

1. Property means goods incidental to the Business but excluding goods mentioned in Exception 1 unless described in the Schedule to this section.
2. Loss Limit means the maximum amount which the Insurers will pay in respect of any occurrence of loss, destruction or damage to Property.
3. Assured means the owner of the insured equipment or the hirer of the equipment where this policy is to extend to indemnify the hirer as detailed in the schedule under the All Risks section of this policy.

### **COVER**

In the event of the Property or any part of it described in the Schedule to this Section being lost, destroyed or damaged during the Period of Insurance by any accident or misfortune whilst in or on or being loaded onto or unloaded from any road vehicle or trailer or railway train or whilst temporarily housed in the course of transit whether on or off such conveyance all within the land limits of Great Britain, Ireland, Northern Ireland, the Isle of Man or the Channel Islands the Insurers will indemnify the Assured by at their option repairing, replacing or paying the amount of the loss, destruction or damage.

### **LIMITS OF LIABILITY**

For all loss, destruction or damage the Insurers liability under this section shall not exceed the limits specified in the Schedule to this Section.

### **EXCEPTIONS**

This Section does not cover:-

1. **the first 7.5% of any loss subject to a minimum of £xxxx and max of £2500 of each and every loss where such loss occurs whilst in transit in**

- ii) **a vehicle hired in by the Assured**
- iii) **a vehicle owned or hired by the hirer of the insured equipment and unaccompanied by the assured**

**and £xxxxxx for all other losses under this section.**

2. loss or destruction of or damage to

- a) livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, furs, watches, jewellery, gold and silver articles, precious metals and stones, non-ferrous metals, bullion, cash, stamps, bank notes, bills of exchange, securities, deeds, documents, manuscripts or plans unless described in the Schedule to this Section.
- b) china, glass, earthenware, pictures, scientific instruments, statuary, marble or plaster work unless caused by fire, theft or accident to the conveyance or an object falling onto the conveyance.
- c) Property whilst temporarily housed in course of transit for the purpose of storage, making-up, packing or processing.
- d) **Losses from unattended vehicles or trailers or the like between the hours of 0.00 and 07.00 unless left in a locked and secure building or compound or in situ at a venue to which the assured has been contracted to work and where any secure building or compound is either unavailable or unpractical to use.**

2. loss destruction or damage caused by or happening through
  - a) vermin wear and tear defective packing depreciation or deterioration delay loss of market or consequential loss of any kind
  - b) confiscation national requisition or wilful destruction by any government public municipal local or customs authority
3. losses from unattended vehicles or trailers unless:-
  - a) entry or access to the vehicle has been affected by forcible and violent entry
  - b) equipment is out of view from the exterior of the vehicle

#### CONDITIONS

1. It is a condition of this Section applying to any vehicle owned borrowed or hired by the Assured and used under their direct control or owned by an Employee and used on the Assured's behalf that
  - a) when such vehicle is left unattended all doors and the boot shall be locked and the windows and other means of access adequately secured and all securing devices set for operation.
  - b) All security equipment including the locks be properly and adequately maintained and neither withdrawn nor varied without the written consent of the Insurers

For the purposes of this Condition the term vehicle includes trailer whether or not attached to an automotive unit provided the trailer is equipped and secured as provided in **Clause 1 a) and b) above**

The insurance by this Section shall not be invalidated because of the non-compliance with the above mentioned requirements in the event of loss destruction or damage due to a peril other than theft

2. If the terms in this Schedule to this Section relate to any road vehicle or trailer owned by or operated under the direct control of the Insured the insurance by this section applies only to Property whilst in or on or being loaded onto or unloaded from such vehicle or trailer
3. If the Property on any road vehicle or trailer shall at the time of loss destruction or damage be greater than the Sum Insured in respect of such vehicle or trailer then the Insurers shall bear only that proportion of the loss destruction or damage which the Sum Insured bears to the value.
4. **All contracted hauliers to comply with RHA/CMR Conditions of Carriage.**

AND SUBJECT TO THE WARRANTIES DETAILED BELOW :-

All vehicles and/or trailers **owned by the Assured** to hold more than £5,000,  
 All vehicles and/or trailers **hired by the Assured** to hold more than £xxxxxxx and  
 All vehicles and/or trailers **owned or hired by a hirer** to hold more than £xxxxxxxxx -

- insured stock must be fitted with an appropriate alarm and key operated immobiliser. All security features on the vehicles to be properly maintained and effected whilst unattended by the Insured or responsible person. Trailer also to be fitted with adequate physical security to restrict movement whilst unattended by the Insured or person made responsible for it.

#### SECTION 6 - MONEY

##### DEFINITIONS

1. Money means Cash, Bank Notes, Cheques, Girocheques, Bankers' Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holiday with Pay Stamps, Credit Company Sales Vouchers and VAT Purchase Invoices all the Insured's own or for which he is responsible and Luncheon Vouchers the Insured's own only whilst in his custody.
2. Non-Negotiable Money means Crossed Cheques, Crossed Girocheques, Crossed Bankers Drafts, Crossed Money Orders, Crossed Postal Orders, used National Insurance Stamps, National Savings Certificates, Credit Company Sales Vouchers and VAT purchase Invoices.
3. Money in Safe means Money (excluding Non-Negotiable Money) contained in locked safe or strongroom in the Insured's premises when closed for business.
4. Any Other Money means Money (excluding Non-Negotiable Money and Money in safe).
  - a) in the Insured's premises when open for business and
  - b) elsewhere.

## **COVER**

In the event of

1. Money being lost, destroyed or damaged by any cause
2. any safe or strongroom belonging to the Insured being lost, destroyed or damaged as a result of theft or attempted theft of Money

during the Period of Insurance whilst within or in transit between Great Britain, Ireland, Northern Ireland the Isle of Man or the Channel Islands the Insurers will indemnify the Insured by at their option repairing, replacing or paying the amount of such loss, destruction or damage.

## **LIMITS OF LIABILITY**

The Insurers shall not exceed the Limit of Liability set against any item in the Schedule to this Section and furthermore shall not exceed in respect of

- |  |                               |
|--|-------------------------------|
| 1. Non-Negotiable Money  | £250,000.00                   |
| 2. Money not contained in a locked safe or strongroom in the Insured's premises when closed for business | £ 250.00                      |
| 3. Money in the dwelling of the Insured or of any person to whom such money is entrusted                 |                               |
| a) in a locked safe or when a responsible person present   | £ 500.00                      |
| b) otherwise   | £ 250.00                      |
| 4. Loss or destruction or damage to safe or strongroom   | cost of repair or replacement |

## **EXCEPTIONS**

This Section does not cover

1. shortage due to error or omission
2. loss destruction or damage arising from the dishonesty of any employee
  - a) unless such loss destruction or damage is discovered within seven working days of its occurrence
  - b) insured under a Fidelity Guarantee policy except in respect of any excess beyond the amount which would have been payable under such policy had this insurance not been effected
3. loss destruction or damage resulting from a safe or strongroom being opened by the use of a key or combination code through the key or combination code having been left the Insured's premises whilst closed for business
4. loss destruction or damage happening through confiscation nationalisation requisition or wilful destruction by any government public municipal local or customs authority

## **ENDORSEMENT**

### **PERSONAL ACCIDENT ASSAULT**

For the purpose of this Endorsement

1. Insured Person means
  - a) the Insured or any director partner or employee of the Insured
  - b) any person to whom the Insured has entrusted money other than an employee of a professional security company or organisation
2. Bodily Injury means accidental bodily injury including but not limited to drowning gassing poisoning or exposure to the elements resulting in Death or Disablement to an Insured Person
3. Death or Disablement means
  - a) Bodily Injury which within twelve months from its occurrence is the sole and direct cause of
    - i) death or
    - ii) loss of one or more limbs by physical separation at or above the wrist or ankle or
    - iii) permanent and total loss of use of one or both hands or feet or
    - iv) total and irrecoverable loss of sight in one or both eyes
  - b) Bodily Injury not resulting in loss of limbs or sight as defined in 3a which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation or to business of any kind with

- proof satisfactory to the Insurers that such disablement has continued for 12 months from the date of the occurrence of Bodily Injury and will in all probability continue for the remainder of the Insured Persons life
- c) Bodily Injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation
  - d) The Insurers shall be under no obligation to accept an offer made in accordance with the said undertaking

## COVER

If, during the Period of Insurance and as a direct result of robbery or attempted robbery in the course of the Business an Insured Person suffers.

1. Bodily Injury the Insurers will pay to the Insured or to his legal personal representative the relevant Benefit for Death or Disablement

Provided that

- a) the Insurers shall not be liable for
    - i) more than one Benefit in respect of Bodily Injury sustained by any Insured Person for Death or Disablement as defined under 3a and 3b
    - ii) weekly compensation as defined under 3c in excess of 104 weeks
  - b) weekly compensation as defined under 3c shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Insured at intervals of not less than four weeks
  - c) The Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers expense as often as they require
2. loss or destruction of or damage to clothing or personal effects (excluding jewellery and watches) the Insurers will at their option repair or replace or pay the amount of such loss, destruction or damage up to a limit of £250 in respect of any one Insured Person following any one such robbery or attempted robbery.

SCHEDULE OF COMPENSATION	BENEFIT
Death, Loss of Limb(s) or Eye(s) as defined in 3a	£5,000
Permanent Total Disablement as defined in 3b	£5,000
Temporary Total Disablement as defined in 3c	£50 per week

## **SECTIONS 1 TO 6 - GENERAL CONDITIONS**

1. This certificate does not cover loss or damage or any liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2. This certificate does not cover loss or destruction of or damage to any property whatsoever of any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by and contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. This certificate does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

4. Notwithstanding anything in this certificate or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils Insured against) this certificate does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- i) civil commotion
- ii) any unlawful, wanton or malicious acts committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

NOTE: - "Unlawful Association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency provisions) Act 1973. "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public in fear. In any action, suit or other proceedings where the Underwriters allege that by reason of the provisions of

this endorsement any loss, destruction or damage is not covered by this certificate the burden of proving that such loss, destruction or damage is covered shall be upon the Assured. This overriding exclusion applies to this Certificate and to any extension thereof, whether such extensions be issued before or after this overriding exclusion except only if any extension be issued hereafter which expressly cancels this overriding exclusion.

5. The whole of the protections including any Burglar Alarm provided for the safety of the premises shall be in use at all times out of business hours or when the Assured's premises are left unattended and such protections shall not be withdrawn or varied to the detriment of the interests of underwriters without their prior consent. In the event of any of the protections being unable to function this insurance shall not be prejudiced provided notice is given to DOA Underwriting Ltd (and then accepted by the underwriters) as soon as is practicable and the Assured shall take all reasonable steps to protect the property.

6 a). The Assured shall at all times use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss, damage or liability under this certificate.

b) The Assured shall as soon as possible give notice in writing to the insurers of any alteration likely to increase the risk of loss or damage to the property Insured or insurers liability and shall pay such reasonable premium, if any, as may be required by the insurers

7. The Assured shall give to the underwriters through DOA Underwriting Ltd immediate notice in writing with full particulars, of the happening of any occurrence likely to give rise to a claim under this certificate, the receipt by the Assured of notice of any claim and of the institution of any proceedings against the Assured.

8. The Assured shall not incur any expense in making good any damage without the consent of the Underwriters, and shall not admit liability for or offer or agree to settle any claim without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Assured the defence of any claim and to prosecute in the Assured's name for Underwriters benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any crime. The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

9. On the happening of any loss, destruction or damage, the Assured shall give to the Underwriters or their Agents or Representative leave and licence to enter the building where the loss destruction or damage has occurred and take and keep possession of any of the property hereby insured and deal with the salvage in a reasonable manner. If the Assured shall hinder or obstruct the Underwriters or their Agents or Representative from doing any of the forgoing acts, all benefit under this Certificate shall be forfeited.

10. This certificate does not cover:

- a) LOSS OR DAMAGE in the United Kingdom other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of TERRORISM
- b) LOSS OR DAMAGE in Northern Ireland occasioned by all happening through or in consequence directly or indirectly of
  - i) civil commotion
  - ii) TERRORISM

For the purpose of this certificate TERRORISM shall mean an act of any person acting on behalf or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence. In any action suit or other proceedings where the Underwriters allege that by reason of this definition any LOSS OR DAMAGE is not covered by this Certificate (or is covered only up to a specified limits of liability) the burden of proving that such LOSS OR DAMAGE is covered (or is covered beyond a specified limits of liability) shall be upon the Assured.

## **SECTION 7a - PUBLIC LIABILITY**

The Insurers will indemnify the Assured against legal liability for damages and reasonable costs and expenses in respect of accidental bodily injury to any person or accidental loss or damage to property occurring during the period of insurance within the territorial limits in connection with the business up to the limit of indemnity specified in the schedule.

Provided that an action for damages is brought against the Insured within Great Britain, Northern Ireland, The Isle of Man or the Channel Islands.

The Insurers will also pay:

- a) The legal costs incurred with the Insurers prior written consent of representation at:
  - 1. Any coroners inquest or injury in respect of any death

2. Proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in bodily injury which may be the subject of indemnity under the section.

b) all other costs and expenses in relation to any matter which maybe the subject of a claim under this section.

## **Extensions**

### **1. Cross Liabilities**

When more than one party compromise the Assured, the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate certificate had been issued to each. Provided that the total amount payable in respect of damages shall not exceed the limit of indemnity shown in the schedule.

### **2. Contingent Motor Liability**

Notwithstanding exclusion 1 (a) the insurers will provide indemnity to the Assured against legal liability arising out of and in the course of the business of a motor vehicle not the property of or provided by the Assured. The indemnity will not apply to legal liability.

- a) In respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising whilst such vehicle is being driven by the Assured
- c) in respect of which the Assured in entitled to indemnity under any other insurance.

## **Exclusions**

The indemnity will not apply to legal liability

1. Arising out of the ownership, possession or use by or on behalf of the Assured of any;

- a) mechanically propelled vehicle for which insurance is required under the road traffic act or similar legislation
- b) aircraft of other aerial devices
- c) hover craft
- d) waterborne craft ( other than hand propelled or sailing craft in inland or territorial waters)

2. For bodily injury to any employee arising out of and in the course of employment by the Assured in the business.

3. In respect of loss of or damage to property owned by or in the care, custody or control of the Assured other than

- a) personal property of employees, directors partners or visitors,
- b) Premises and their contents not owned by or leased or rented to the Assured at which the Assured is undertaken work in connection with the business.
- c) Premises and their fixtures and fittings leased or rented to the Assured provided that such premises are insured against fire and that the indemnity shall not apply in respect of liability for
  - i) such loss or damage if the liability is assumed by the Assured under a tenancy or other agreement and which would not have attached in the absence of such agreement.
  - ii) The Assured shall be responsible for the first £100 of such loss or damage caused otherwise than by fire or explosion.

N.B. refer to the following pages for extensions, exclusions and conditions.

4. For the cost of remedying any defect or alleged defect in premises disposed of by the Assured.

5. For loss of or damage to any aircraft, hover craft or waterborne craft arising out of work carried out thereon by or on behalf of the Assured.

6. For loss of or damage to property or bodily injury to persons arising out of the pollution of air, water or soil unless it can demonstrably be proved to have been caused by immediate discharge consequent upon an accident.

7. Arising out of or in connection with wrongful advice, design or specification when given by the Assured for a fee
8. For bodily injury or loss of or damage to property arising from goods or products manufactured, sold, supplied, altered, distributed, constructed, repaired, serviced, treated or installed or let on hire by the Assured.
9. For bodily injury to track marshals.
10. Arising out of the liability of any one participant in respect of injury caused to any other participant during an event
11. Arising out of the carriage of passengers
12. For abuse in entirety or allegations thereof
13. Where insurance is required by virtue of the Road Traffic Act
14. Arising out of damage to karts and quad bikes whilst in use.

NB. Refer to following pages for extension, exclusions, and conditions.

## **SECTION 7b - PRODUCTS LIABILITY**

The Insurers will indemnify the Assured against legal liability for accidental bodily injury to any person or accidental loss of or damage to property occurring during the period of insurance within the territorial limits arising out of any products (after they have ceased to be under the possession or control of the Assured) manufactured, sold, supplied, altered, distributed, constructed, repaired, services, treated or installed, or let on hire by the Assured up to the limit of indemnity specified in the schedule.

### **Extension**

Consumer Protection Act -

Legal defence costs:

The Insurers will indemnify the Assured and at the Assured's request any director, partner or employee of the Assured in respect of legal costs and expenses incurred with the Insurers prior consent in the defence of any criminal proceedings brought or in appeal against conviction arising out of or any proceedings in respect of a breach of part 2 of the Consumer Protection Act 1987.

Provided that:

- a) the proceedings relate to an offence alleged to have been committed during the period of insurance
- b) the indemnity will not apply
  - i) to fines or penalties of any kind
  - ii) where indemnity is provided by other insurance
  - iii) to proceedings consequent upon any deliberate act or omission.

### **Exclusion**

The indemnity will not apply to legal liability

1. In respect of loss of or damage to any product caused by any defect therein or the unsuitability thereof for its intended purpose.
2. For the costs of recall removal, alteration, replacement, repair or reinstatement, of any products necessitated by any defect therein or the unsuitability thereof for its intended purpose.
3. Arising out of or in connection with any product where such legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement.
4. Arising out of or in connection with wrongful advice, design or specification when given by the Assured for a fee.

NB. Refer to following pages for extensions, exclusions, and conditions.

## **SECTION 8 -EMPLOYERS LIABILITY**

The Insurers hereby agree to the extent and in the manner herein provided to indemnify the Assured up to but not exceeding the limits of indemnity specified in the schedule.

The Insurers will indemnify the Assured against legal liability from damage and reasonable costs and expenses in respect of accidental bodily injury caused during the period of insurance to any employee and arising out of and in the course of employment by the Assured within the territorial limits in connection with the business.

Provided that any action for damages is brought against the Assured within a court of law within Great Britain, Northern Ireland, The Isle of Man, or the Channel Islands.

The Insurers will also pay the following costs provided that they are incurred with the Insurers prior written consent.

- a) The legal costs of representation at;
  - 1) An coroners inquest or enquiry in respect of any death
  - 2) Proceedings in any court of summary jurisdiction arising out of alleged breach of statutory duty resulting in bodily injury, which may be the subject of indemnity under this section.
- b) all other costs and expenses in relation to any matter which may be the subject of a claim under this section.

### **Extensions**

Where any contract or agreement entered into by the Assured with any principals so requires the Insurers will Indemnify the principal in like manner to the Assured in respect of the principals liability arising from the performance of such contract or agreement but only so far as concerns liability as defined in this certificate to an employee of the Assured.

Provided that:

- i) The Assured shall have arranged with the principal for conduct and control of all claims to be vested in the Insurers in accordance with general condition 4.
- ii) The principal shall be as though he were the Assured observe, fulfil and be subject to the terms and conditions of this certificate in so far as they can apply.

NB. Refer to following pages for extensions, exclusions and conditions.

### **EXCLUSIONS TO ALL LIABILITY SECTIONS**

The indemnity provided under all liability sections will not apply to legal liability arising in connection with

- (i) the use of power driven woodwork machinery other than lathes, fret saws, boring machines, sanding machines and mechanically driven portable tools applied to work by hand other than pendulum and swing saws
- (ii) any work of demolition other than demolition of buildings not exceeding 30' in height where such demolition is carried out by workmen in direct employment of the Assured and forms part of a contract for reconstruction, alterations or repair.
- (iii) The construction, alteration or repair of towers, gas holders, steeples, chimneys, shafts, viaducts, bridges, piers, docks or tunnels
- (iv) Pile driving, steel erection or repair, quarrying, digging below 15 feet from the surface or the use of explosives.
- (v) The use of any Burning or Welding equipment or naked flame away from the Assured's premises.

### **EXTENSIONS TO ALL LIABILITY SECTIONS**

(1) Compensation for Court attendance in the event of any of the under mentioned persons attending Court as a witness at the request of the Insurers in connection with a claim in respect of which the Assured is entitled to indemnity, the Insurers will pay compensation to the Assured at the following rates per day on which attendance is required

- (a) any director or partner of the Assured           £100.00
- (b) any employee of the Assured                   £ 50.00

(2) Health & Safety at Work Act – Legal defence costs

the Insurer will provide indemnity to the Assured and at the Assured's request any director, partner or employee of the Assured in respect of legal costs and expenses incurred with the Insurers written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the health and safety at work (Northern Ireland) order 1978.

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the period of insurance and in course of the Assured's business.
- (b) The indemnity will not apply
  - (i) to fines or penalties of any kind
  - (ii) to proceedings consequent upon any deliberate act or omission
- (3) The Insurers will indemnify
  - (a) the personal representatives of the Assured in respect of liability incurred by the Assured
  - (b) at the request of the Assured
    - (i) any director of the Assured
    - (ii) any employee of the Assured against legal liability in respect of which the Assured would have been entitled to indemnity under this certificate if a claim had been made against the Assured
  - (iii) the officers, committees and members of the Assured's canteen, sports, social and welfare organisations and first aid, fire and ambulance services in their respective capacities as such
  - (iv) any director or partner of the Assured in respect of private work undertaken by any employee for such director or partner with the prior consent of the Assured.

Each of whom shall as though they were the Assured be subject to the terms and conditions of this certificate in so far as they can apply.

## DEFINITIONS APPLICABLE TO ALL LIABILITY SECTION

### 1. **Business**

As shown in the schedule shall include the ownership and disposal of premises and the provisions and management of canteen, social sports and welfare organisations for the benefits of employees and first aid, fire and ambulance services.

### 2. **Bodily injury** shall include death illness and disease

### 3. **Property** shall mean material property

### 4. **Employee** shall mean any

- (a) person under a contract of service or apprenticeship with the Assured;
- (b) Labour master and person supplied by him;
- (c) Person employed by labour only sub-contractor;
- (d) Self-employed person;
- (e) Persons hired or borrowed by the Assured;
- (f) Persons undertaking study or work experience.

### 5. **Event** shall mean any one occurrence or all occurrences of a series consequent upon or attributed to one source or original cause.

### 6. **Principal** shall mean the person, company, firm or public authority with whom the Assured has entered into a contract for work or services.

### 7. **Product** shall mean

- (a) any goods
- (b) Buildings, contract work and structures erected by or on behalf of the Assured manufactured, sold, supplied, altered, distributed, constructed, repaired, serviced, treated or installed or let on hire by the Assured and no longer in the possession or control of the Assured in connection with the business as shown in the schedule.

### **Territorial Limits**

Employers Liability- Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporary visits by non-manual employees outside such territories.

Public and Products Liability - Great Britain, Northern Ireland, the Isle of Man or Channel Islands and anywhere in the world other than the United States of America or Canada.

## CONDITIONS APPLICABLE TO ALL LIABILITY SECTIONS

1. The due observance of the terms of this certificate relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of legal liability to employees. The Assured shall repay the Insurers all sums paid by Insurers which but for this legislation Insurers would not have been liable to pay.
2. The Assured shall take all reasonable precautions to prevent Bodily Injury or loss of or damage to Property and shall maintain all buildings plant and vehicles in sound condition.

3. The Assured shall not admit liability for or offer to settle any claim without written consent of the Insurers who shall be entitled to take over and conduct in the name of the Assured the defence of any claim and to prosecute in the Assured's name for Insurers benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Assured shall give to Insurers such information and assistance as the Insurers may reasonably require.
4. In the event of any occurrence which may give rise to a claim for indemnity under this certificate the Assured shall as soon as possible give notice thereof to the Insurers in writing with full particulars. Every letter claim writ summons and process shall be notified or forwarded to Insurers immediately on receipt. Notice shall also be given in writing to the Insurers immediately the Assured shall have notice of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
5. If the premium on this Certificate is subject to adjustment the Assured shall keep during the entire currency hereof the records necessary to adjust the premium and shall at all reasonable time allow Insurers or their representatives to inspect such records. At the end of each period and on termination of this Certificate the Assured shall declare such particulars. The premium shall then be adjusted and the difference paid by or allowed to the Assured subject to any minimum premium shown in the Schedule
6. No alcohol is sold or supplied during any event
7. Any intoxicated participants will not be allowed to partake in any event
8. Spectators shall be kept behind an adequate barrier, separated from the track side & shall not be permitted to enter the circuit whilst activities are in operation
9. The track is adequately marshalled by the insured &/or suitably experience employees of the insured, at all times during all events
10. Full face helmets (BSI 6658-1985 or the newer UN ECE 22.05), gloves & suitably sized overalls are worn by all participants.
11. If participants do not wish to wear overalls, they must sign a disclaimer to this affect and the insured &/or suitably experienced employees must ensure that each participant does not have any loose clothing which may cause injury.
12. Adequate fire extinguishers are kept available for use.
13. Adequate first aid/medical facilities are kept available for use.
14. Fuel is kept in a safe environment and any refueling takes place in a safe environment away from participants and spectators
15. The insured shall only use bona fide subcontractors who have public liability insurance with a limit of indemnity of no less than the insured s, & the insured shall obtain written proof of such
16. All participants sign an indemnity form as agreed and in the case of persons under the age of 16, the counter signature of a parent or guardian is mandatory.
17. Minimum age limit to participate in activity is 11+
18. Activities will be provided within a designated area only.
19. "All karts to be fitted with roll hoops if recommended by the manufacturers and harnesses to be fitted and worn by participants
20. The insured shall apply suitable barrier/protection methods at strategic areas where deemed necessary and apply an adequate run-off, provided that such protections and run off area do not contravene health & safety requirements
21. Where karts or quad bikes are operated on a mobile basis, circuits shall be protected by an inflatable barrier, hay bales or tyre walls. Tyres must be tethered and stacked at least three high.
22. The insured must display a disclaimer, by means of, but not restricted to, signage/boarding/similar, preferably before, but definitely at the point of sale which must clearly include the statement: 'by paying their fee, participants accept the disclaimer, agree that they have attended a safety briefing and fully understand the risks involved.

### **GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

1. The Assured, having made to the Underwriters a proposal and declaration bearing the date specified in the schedule, it is agreed that the said proposal and declaration together with particulars and statements contained therein is the basis of this Contract and is to be considered as being incorporated herein.
2. This certificate does not cover any loss or damage or liability which at the time of the happening of such loss or damage or liability is insured by or would, but for the existence of this Certificate be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this insurance not been affected.

3. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amounts or otherwise, this Certificate shall become void, and all claims hereunder shall be forfeited.
4. This Certificate is deemed to be a Contract personal to the Assured and shall not be assigned to any other person or persons unless and until the Underwriters shall by endorsement hereon declare the insurance to be continued in favour of such other person or persons.
5. This Certificate may be cancelled at any time at the request of the Assured in writing to FML Insurance Services Ltd and the premium hereon shall be adjusted on the basis of Underwriters receiving or retaining the customary short rate premium. This Certificate may also be cancelled by or on behalf of the Underwriters by thirty days notice given in writing to the Assured at his last known address, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining pro-rotta premium. Notice shall be deemed to be duly received in the course of post if sent by pre- paid letter post properly addressed.
6. Provided always that the due observance and fulfilment of the conditions, provisions and endorsement of this Certificate shall be a condition precedent to any liability on the part of the Underwriters under this Certificate.

7. General Exclusion – Date Recognition

There is no cover under this insurance in respect of any

- (1) claim for loss destruction or consequential loss and/or
- (2) liability for damages attaching to the Insured or any associated costs relating thereto of whatever nature arising directly or indirectly from or consisting of the failure or inability of any
  - (i) computer, data processing equipment, electronic circuit, embedded system, firmware, hardware, integrated circuit, interface, microchip, microprocessor, program, software, telecommunication equipment or system and any similar device
  - (ii) media or system used in connection with any of the abovewhether the property of the Insured or not and whether occurring before, during or after the year 2000
  - (a) to correctly recognise use or adopt any date, day of the week or period of time as the true or correct date, day of the week or period of time
  - (b) to capture save retain restore and/or correctly to manipulate interpret, calculate, return, transmit or process any data or information command logic or instruction as a result of treating any date, day of the week or period of time otherwise than as, or other than, its true or correct date day of the week or period of time.

but provision (1) above shall not exclude a first party claim by the Insured in respect of subsequent loss destruction damage or consequential loss not otherwise excluded which itself results from fire, explosion, aircraft or other aerial devices dropped therefrom, riot, civil commotion, strikes, 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 where such loss destruction, damage or consequential loss is insured by the policy.

**General Exception**

**Data Recognition failure**

As from renewal of this policy there is no insurance in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

1. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer data processing equipment, telecommunications equipment or system and similar devices.

2. Media or system used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve any or all of the purpose and consequential effects by the use of any number, symbol or word to denote a date, including, without limitation, the failure or inability to recognise, capture, save retain or restore and/or correctly 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 1 and 2 above.

Provided always that this clause shall not apply to claims otherwise indemnifiable under this Policy, subject to all its terms and provisions comprising loss or destruction of, or damage to property owned by, in the possession of or held in trust by the Insured and/or the Insured's consequential losses from loss or destruction of or damage to any property if directly caused by fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal or theft.

For the avoidance of doubt the foregoing exemption to this clause not apply to any claim arising from any legal liability of the Insured.

This clause does not apply to any claim arising under insurance in respect of Employer's Liability or Personal Accident if provided by the Policy.