



AXA Insurance UK plc  
 Axa Commercial - London General  
 PO Box 7061  
 WILLENHALL WV1 9ZQ

Amicus Insurance Solutions Ltd (Mpnb)  
 8 - 11 Danbury Mews  
 Wallington  
 Surrey SM6 0BY

**Agency:** LC 0190949

**Form No.....:** CB050F  
**Underwriter....:** PSR  
**Date of Issue..:** 19/05/21  
**Effective Date.:** 12/05/21  
**Renewal Date...:** 12/05/22

**SCHEDULE: Commercial Combined**

**Policy No.:** LC COM 6044382

**Insured...:**

Sivyer Logistics Ltd

3 Herringham Road  
 Charlton  
 London SE7 8NJ

**Payable by Budget Plan**

**Budget Plan Ref:** 084290 C

**Insurance Premium:** £80593.72  
**Insurance Premium Tax:** £9671.23

**Total Amount Payable:** £90264.95

**Business...:** As Described Below

**Business Description**

=====

The Business of the Insured is waste management services including recycling, transportation of soil, aggregates and waste and including manufacture of bagged and loose aggregates and soil, builders merchants, batched on site concrete suppliers fleet operator, manufactures and providers, service, maintenance and repair of own vehicles, plant hirers, weighbridge owners and operators and wharf operators specialising in the loading/unloading of dry bulk goods & property owners

LCR3 Renewal Term Agreement (Low Claims Rebate)

If you renew your policy with us for an annual period of insurance, we will agree to allow a rebate of premium in accordance with the scale of discounts below. If the loss ratio for the aggregated period of insurance falls within the scale shown below you will be entitled to a premium rebate for the preceding period of insurance

**Scale of discounts**

Loss Ratio	Premium Rebate
0% to 5%	10% of the adjusted premium
6% to 15%	7.5% of the adjusted premium
16% to 25%	5% of the adjusted premium
26% to 35%	3.5% of the adjusted premium

The loss ratio is shown as the percentage that the aggregated incurred claims bear to the adjusted premium. The premium rebate will apply only to the immediate previous period of insurance.

The calculation will be made immediately upon expiry of that period of insurance.



## Conditions of agreement

- 1 We will be under no obligation to accept an offer of renewal of your policy.
- 2 You must provide all declarations where premiums are based on estimates or are linked to declarations prior to calculation of any premium rebate.
- 3 Where Terrorism or Engineering sections of cover are operative no premium rebate will apply to these sections.

## Definitions

### Aggregated incurred claims

Sum of claims paid and outstanding as assessed by us (other than under Terrorism and Engineering sections) including costs and expenses, for the aggregated period of insurance

### Adjusted premium

The total premium paid including declaration adjustments (other than under Terrorism and Engineering sections) for the aggregated period of insurance, excluding Insurance Premium Tax and any other form of tax or levy shown in your schedule or any endorsement.

### Aggregated period of insurance

The period from 12.05.2017 to the expiry date of the current period of insurance shown in your schedule

**INSURANCE PREMIUM TAX (IPT): This has been charged at the current rate**

**Reason for Issue: Renewal**

ELTO: If Employers Liability cover is included please provide Insured's Employer Reference Number (ERN).  
Please also provide an ERN for each subsidiary included on the policy.

## IMPORTANT NOTICE TO POLICYHOLDERS

### The Insurance Act 2015

The Insurance Act 2015 introduced a number of reforms effective from 12th August 2016. The changes were incorporated into your policy by endorsement as from that date.

## Sanctions condition

The Sanctions condition (sanction, prohibition or restriction under United Nations resolutions) was also incorporated by endorsement from the same date.

## Important helplines

Please note the following changes to your legal and tax advice and emergency helplines.

Legal and tax advice helpline 0330 024 5346



Our confidential legal and tax advice helpline. Please quote AXA Commercial when you call.

Emergency helpline 0330 024 5346

Our 24 hour emergency helpline. Please quote AXA Commercial when you call. We will provide details of reputable contractors who will be able to help if connected to a potential claim.

Calling the helpline does not constitute notification of an insurance claim.

You will have to pay for any call out charges, parts and cost of labour.

Making a complaint

The Legal and tax advice complaints, in the Making a complaint section is deleted and replaced by

Legal and tax advice or emergency helplines or legal expenses services complaints

If You have a complaint about the legal and tax advice or emergency helplines or Legal expenses services You should contact Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE  
Tel: 01206 615000

You can also refer to the Financial Ombudsman Service (FOS) if You cannot settle Your complaint with Arc or before they have investigated the complaint if both parties agree.

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

Important Information

In response to market changes we have applied a Disease exclusion to your policy. Where you have business interruption or loss of rental income cover that included these covers we have also made changes to the Murder suicide or disease cover, the Bomb scare or unlawful occupation cover and any Denial of access (non damage) cover. If your policy did not include an Asbestos exclusion in respect of any public liability cover this may now have been added. Please read the endorsements that have been added to your policy carefully so that you can understand the changes made.

For a more detailed explanation of the changes made please see our Coronavirus hub which can be found at



<https://www.axaconnect.co.uk/coronavirus-hub/>

Your Broker will be able to help you with any queries you may have with regard to your cover.

### **Public Liability Section**

Important notice for Public liability cover

Your Data Protection cover under the Public liability section of this policy, has changed. Please see endorsement below for full wording.

### **This policy covers the Insured and only the following subsidiaries:**

H Sivyer (Transport) Ltd

Sivyer Recycling Ltd

Sivyer Concrete Limited

### INDEXATION

To protect you against under-insurance, your sums insured have been index-linked. Where the following sections of your policy are in force, the undernoted percentage increases have applied

Material Damage	
Business Interruption	1.2%
Theft	1.2%
Selected All Risks	1.2%

The revised amounts are shown in this Schedule.

Index-linking cannot take into account any additional buildings extensions or contents you have acquired or changes in your business that have occurred during the year of insurance unless you have told us about them separately.

Please let us know if any further increase is required as a claim may not be met in full if you are under-insured.

### FAIR PRESENTATION OF RISK AT RENEWAL

The details contained in your renewal schedule are based on the information you have provided to us.

You must make a fair presentation of the risk and if you do not tell us about any changes or fail to advise us of any inaccuracies or omissions, your policy may not protect you in the event of a claim.

You must tell us any information that may influence us in offering this renewal and the terms provided. If you are not sure if something is important or relevant you should tell us



about it. Relevant information is something that could affect our decision to renew your policy or affect the terms of your policy.

**Sections in Force**

**Annual Premium**

Material Damage	£7,440.13
Contractors All Risks	£9,181.68
Business Interruption	£50.00
Theft	£3,289.58
Selected All Risks	£286.70
Money	£151.32
Employers Liability	£34,558.05
Public Liability	£25,531.71
Goods In Transit	£104.55

**MATERIAL DAMAGE SECTION**

**Property Insured**

Item	Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
		£	£	£	£
	<b>Premises-160 Sydenham Road, London SE26 5JZ</b>				
		R	R		
1	As defined in endorsement 008	985000	2500	-	-
3	Tenants improvements alterations or decorations	-	R 10000	-	-
49	Electronic office equipment & computers	-	-	-	R 2000

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the MATERIAL DAMAGE SECTION - PROPERTY MEMORANDA

**Endorsements applicable to these premises**

**X11 EXCESS AMENDMENT CLAUSE**

The Cover - Specified Perils

The reference to NIL in Perils A B C D F G and £300 in Perils E H I J M N and L is deleted and replaced with £500

The referencet to £300 in Peril K is deleted and replaced wth £2,500

The Cover - All Risks

The reference to NIL and £300 in paragraphs i) and ii) of Exclusion 1 are amended to read £500

The Excess in respect of each and every loss resulting from Impact is £2,500 and not as otherwise stated



### 008 PREMISES DESCRIPTION CLAUSE

The description of the premises is offices, yard, parking area, transfer station and weighbridge

### 317 INTERESTED PARTIES CLAUSE

The interest of Sivyer Family Trust as owners is noted in respect of item 1

Item	Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
		£	£	£	£
	<b>Premises-Minden Road, Anerley, London SE20 8EE</b>				
					R
1	Tools	-	-	-	80000
7	Workshop(s) occupied by the Insured	R 1855000	R 88082	27321	-
9	Fuel Tanks	-	-	-	R 64586
10	Stock of Fuel	-	-	20000	-
30	Tenants improvements alterations or decorations	-	-	-	R 5000
42	Electronic office equipment & computers	-	-	-	R 4500

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the MATERIAL DAMAGE SECTION - PROPERTY MEMORANDA

### Endorsements applicable to these premises

### 317 INTERESTED PARTIES CLAUSE

The interest of Sivyer Family Trust as owners is noted in respect of item 7

### 714 PORTABLE HAND HELD TOOLS CLAUSE

The Property Insured under item 1 is only covered whilst on the premises insured by this Section Furthermore whilst the premises are unattended out of Business Hours it is warranted that the tools are secured in a locked container and that all containers are securely affixed to the premises



### 831 Flood - Amended amount excluded

Under the heading The Cover - All Risks, Exclusion 1 is deleted and replaced as follows -

1 the amount shown below after the application of the Condition of Average in respect of

i) DAMAGE by fire lightning explosion aircraft riot civil commotion strikers locked-out workers persons taking part in labour disturbances or earthquake £500

ii) Flood which is defined as

- a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
- b) inundation from the sea
- c) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or otherwise £5000

iii) all other DAMAGE £500

Item	Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
		£	£	£	£
	<b>Premises-40/45 Herringham Road, London SE7 8NJ</b>				
1	Machinery & Contents	-	R 22000	-	-

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the MATERIAL DAMAGE SECTION - PROPERTY MEMORANDA

#### **Premises-Morden Wharf and Site 2 Morden Wharf, Tunnel Avenue Greenwich SE10 0PA**

1	Contents and Stock (detailed in endorsement 001)	-	R 30000	2000	-
2	Tools	-	-	-	R 2500
60	Diesel fuel tanks	-	-	-	R 20000
61	Stock of diesel fuel	-	-	-	R 35000



Item	Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
		£	£	£	£
		R			
66	Portacabins	20000	-	-	-

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the MATERIAL DAMAGE SECTION - PROPERTY MEMORANDA

#### Endorsements applicable to these premises

#### 714 PORTABLE HAND HELD TOOLS CLAUSE

The Property Insured under item 2 is only covered whilst on the premises insured by this Section Furthermore whilst the premises are unattended out of Business Hours it is warranted that the tools are secured in a locked container and that all containers are securely affixed to the premises

Item	Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
		£	£	£	£
	<b>Premises-162 Sydenham Road, London SE26 5JZ</b>				
		R			
1	Office(s) Let out office and flats above	777394 (675995)	R 26695	-	-

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation is detailed in the MATERIAL DAMAGE SECTION - PROPERTY MEMORANDA

#### Endorsements applicable to these premises

Excess amendment clause

Under the heading The Cover - All Risks, Exclusion 1 is deleted and replaced as follows -

1 the amount shown below after the application of the Condition of Average in respect of

i) DAMAGE by fire lightning explosion aircraft riot civil commotion strikers locked-out workers persons taking part in labour disturbances or earthquake

£500

ii) Flood which is defined as

a) the escape of water from the normal confines of any





natural or artificial water course lake reservoir canal  
or dam

- b) inundation from the sea  
c) inundation by rainwater or rainwater induced run off  
other than where the inundation is solely caused by or solely  
results from ingress of rainwater through or via the roof of  
the building

whether resulting from storm or otherwise £10,000

iii) All other DAMAGE £500

Item	Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
		£	£	£	£
	<b>Premises-3 Herringham Road, Charlton, London</b>		<b>SE7 8NJ</b>		
			R		
53	As defined in endorsement 008	-	52000	-	-
57	Tenants improvements alterations or decorations	-	-	-	R 15000
58	Electronic office equipment & computers	-	-	-	R 45000
67	Employees tools Portable hand tools	-	R 5000	-	-

Amounts shown in brackets represent the value declared by the Insured  
in accordance with the Day One Average Clause

\* A full explanation is detailed in the MATERIAL DAMAGE SECTION - PROPERTY MEMORANDA

#### Endorsements applicable to these premises

#### 008 PREMISES DESCRIPTION CLAUSE

The description of the premises is recycling and crushing area,  
offices and parking area

**The Cover** (As detailed in your policy)

Item	Columns
All	1,2,3,4 All Risks



## Endorsements applicable to all premises

### DE1 MATERIAL DAMAGE SECTION DISEASE EXCLUSION

The following Exclusion is added to Exclusions

Notwithstanding any other provision within this Section no cover is provided under this Section for any loss damage claim loss of value loss of use cost or expense of whatsoever nature directly or indirectly caused by or in any way contributed to by resulting from arising out of or in connection with

- a) any Excluded Pathogens or Diseases
- b) any fear or threat (whether actual or perceived) of any Excluded Pathogens or Diseases
- c) any advice given or action taken (whether or not by a competent authority) in controlling preventing or suppressing the occurrence outbreak spread or effects of any Excluded Pathogens or Diseases
- d) the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

#### Definitions

For the purposes of this Exclusion the following Definitions shall apply

The words Excluded Pathogens or Diseases shall mean

- i. any coronavirus or the disease it causes including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation
- ii. H1N1 influenzae thereof (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
- iii. any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
- iv. any other Communicable Disease

The words Communicable Disease shall mean any disease illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the



- i. substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not  
and
- ii. method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

This Exclusion does not apply to

Physical loss damage or destruction (unless otherwise excluded) to property insured where such physical loss damage or destruction arises from the perils of 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 road vehicle or animal

For the avoidance of any doubt the peril 'malicious persons' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity

#### **E71 MATERIAL DAMAGE SECTION - ELECTRONIC RISKS EXCLUSION**

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Material Damage Section of the Policy from the Effective Date shown in the Schedule

This Section does not cover

19. any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any Computer Systems or
- b) any alteration modification distortion erasure or corruption of Data

in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent DAMAGE not otherwise excluded which itself results from a Defined Peril except for DAMAGE caused by malicious persons other than thieves

Definitions

For the purposes of this Section Exclusion the following Definitions apply

Computer systems shall mean computer or other equipment or component



or system or item which processes stores transmits or receives Data

Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

## **TX1 TERRORISM EXCLUSION**

This endorsement replaces any previous Terrorism Exclusion applicable to the Material Damage Section of the Policy from the Effective Date shown in the Schedule

### **TERRORISM EXCLUSION CLAUSE**

This Section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in



any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

**Definition - Terrorism**

In respect of England Scotland and Wales Terrorism is defined as 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

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

**WR1 WAR RISKS EXCLUSION**

This endorsement replaces any previous War Risks Exclusion applicable to the Material Damage Section of the Policy from the Effective Date shown in the Schedule

**WAR RISKS EXCLUSION CLAUSE**

This Section does not cover

15. any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

**X11 EXCESS AMENDMENT CLAUSE**

The Cover - Specified Perils

The reference to NIL in Perils A B C D F G and £300 in Perils E H I J K M N and L is deleted and replaced with £500

The Cover - All Risks

The reference to NIL and £300 in paragraphs i) and ii) of Exclusion 1 are amended to read £500

**054 WASTE REMOVAL WARRANTY**

It is warranted that all trade refuse is swept up and bagged every night and removed from the premises at least once a week.



**606 SUBSIDENCE EXTENSION CLAUSE**

The insurance by the undernoted item(s) extends to cover (subject to the Exclusions) DAMAGE to the Property Insured caused by SUBSIDENCE OR GROUND HEAVE of any part of the site on which the property stands or LANDSLIP excluding

- (a) the amount of each and every loss stated below at each separate premises as ascertained after the application of any condition of Average
- (b) DAMAGE to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
- (c) DAMAGE caused by or consisting of
  - (i) the normal settlement or bedding down of new structures
  - (ii) the settlement or movement of made-up ground
  - (iii) coastal or river erosion
  - (iv) defective design or workmanship or the use of defective materials
  - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (d) DAMAGE which originated prior to the inception of this cover
- (e) DAMAGE resulting from
  - (i) demolition construction structural alteration or repair of any property or
  - (ii) groundworks or excavation
 at the premises

Special Condition

In so far as this insurance relates to DAMAGE caused by Subsidence Ground Heave or Landslip

- (a) The Insured shall notify the Company immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- (b) The Company shall then have the right to vary the terms or cancel the cover

Item(s) All

Amount Excluded £2,500





- outbreak spread or effects of any Excluded Pathogens or Diseases
- d) the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

#### Definitions

For the purposes of this Exclusion the following Definitions shall apply

The words Excluded Pathogens or Diseases shall mean

- i. any coronavirus or the disease it causes including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation thereof
- ii. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
- iii. any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
- iv. any other Communicable Disease

The words Communicable Disease shall mean any disease illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the

- i. substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not

and

- ii. method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

The words Defined Peril shall 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 theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

This Exclusion does not apply to

Physical loss damage or destruction to property insured where such physical loss damage or destruction arises from a Defined Peril

For the avoidance of any doubt the Defined Peril 'malicious persons' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity

#### **E71 CONTRACTORS ALL RISKS SECTION - ELECTRONIC RISKS EXCLUSION**

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Contractors All Risks Section of the Policy from the Effective Date shown in the Schedule

##### 4. Exclusions

This Section does not cover

##### 21. Electronic Risks

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any Computer Systems or
- b) any alteration modification distortion erasure or corruption of Data

in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

##### Definitions

For the purposes of this Section Exclusion the following Definitions apply



Computer systems shall mean computer or other equipment or component or system or item which processes stores transmits or receives Data

Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

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

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

**F01 COVER EXCLUSION**

All cover is respect of Item 1 - The Permanent and Temporary Works - is cancelled and inoperative

**F02 EXCESS AMENDMENT CLAUSE**

Exclusion 1(b) of the Exclusions is amended to read -

The first £5,000 in respect of loss of or damage to all other Property Insured



**F03 Hired in Plant definition amendment clause**

Hired in Plant within 3. The Property Insured is amended to read as follows

Hired in Plant

Property hired in by the Insured for use in connection with the Contract including that which is situated at Your premises for use in connection with Your business

**F05 Specific item insured clause**

The limit of Liability/ Sum Insured in respect of Item 4 Hired in Plant is increased to £265,000 in respect of the following item only:

Volvo A30 Dump Truck

**F07 Constructional Plant and Equipment definition amendment clause**

Constructional Plant and Equipment within 3. The Property Insured is amended to read as follows

Constructional Plant and Equipment

Constructional plant tools scaffolding and equipment the property of the Insured for use in connection with the Contract including that which is situated at Your premises for use in connection with Your business

**TX1 TERRORISM EXCLUSION**

This endorsement replaces any previous Terrorism Exclusion applicable to the Contractors All Risks Section of the Policy from the Effective Date shown in the Schedule

4. Exclusions

This Section does not cover

20. Terrorism

Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in



any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

**Definition - Terrorism**

In respect of England Scotland and Wales Terrorism is defined as 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

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

**WR1 WAR RISKS EXCLUSION**

This endorsement replaces any previous War Risks Exclusion applicable to the Contractors All Risks Section of the Policy from the Effective Date shown in the Schedule

**4. Exclusions**

This Section does not cover

**18. War Etc Risks**

any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority



### 108 LIMITED DEFECTIVE CONDITION EXCLUSION CLAUSE (1995)

This Section excludes loss of or damage to and the cost necessary to replace repair or rectify

- (a) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- (b) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof

## BUSINESS INTERRUPTION SECTION

### COVER DETAILS

Item	Description	Sum Insured £	Maximum Indemnity Period
	<b>Premises-162 Sydenham Road, London SE26 5JZ</b>		
1	On Gross Rent	100000	36 months

**Uninsured Working Expenses-** Bad debts and purchases

**The Cover** (As detailed in your policy)

Item	Description
All	All Risks



## Endorsements applicable to all premises

### DC1 MURDER SUICIDE DISEASE EXTENSION (2020)

This cover amendment Clause replaces any existing Infectious Diseases Extension Clause applicable to the Business Interruption Section of this Policy from the Effective Date shown in the Schedule

#### Definition

For the purpose of this cover Clause the word Premises shall mean the premises shown in the Schedule

Where a sum insured is shown on the Schedule for

Gross Profit or Estimated Gross Profit  
Gross Revenue or Estimated Gross Revenue  
Gross Rentals or Estimated Gross Rentals

In respect of the undernoted item(s) of this Section the Company shall indemnify the Insured for any CONSEQUENTIAL LOSS insured by this Section resulting from interruption of or interference with the Business carried on by the Insured at the Premises as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

- i Acute Encephalitis
- ii Acute Poliomyelitis
- iii Anthrax
- iv Chicken Pox
- v Cholera
- vi Diphtheria
- vii Dysentery
- viii Legionellosis
- ix Legionnaires' Disease
- x Leprosy
- xi Leptospirosis
- xii Malaria
- xiii Measles
- xiv Meningococcal Infection
- xv Mumps
- xvi Ophthalmia Neonatorum
- xvii Paratyphoid fever
- xviii Bubonic, Septicemic and Pneumonic Plague
- xix Rabies
- xx Rubella



xxi	Scarlet Fever
xxii	Smallpox
xxiii	Tetanus
xxiv	Tuberculosis
xxv	Typhoid Fever
xxvi	Viral Hepatitis
xxvii	Whooping Cough
xxviii	Yellow Fever

manifested by any person whilst at the Premises which results in the compulsory closing of the whole or part of the Premises by order of a public authority authorised to prevent or restrict access to the Premises

- 2 murder or suicide at the Premises
- 3 injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the Premises
- 4 the discovery of vermin or pests at the Premises that prevents the use of or part use of the Premises by order of a public authority
- 5 the compulsory closing of the whole or part of the Premises by order of a public authority as a result of an accident causing a defect in the drains toilets or sinks at the Premises

The Company will not be liable for any costs incurred in the cleaning repair replacement recall or checking of the property insured

The Maximum Indemnity Period under this cover shall be 12 weeks commencing from the date of

- i) the compulsory closing of the whole or part of the Premises (in relation to clauses 1 and 5 of this cover)
- ii) the discovery of murder or suicide (in relation to clause 2 of this cover)
- iii) the occurrence of injury or illness (in relation to clause 3 of this cover) or where there is a series of related injuries or illness the first occurrence of injury or illness in that series
- iv) the order of the public authority (in relation to clause 4 of this cover).

For the purposes of the cover provided under this cover Clause any references to Incident or damage or CONSEQUENTIAL LOSS within the meaning of the defined terms the Definitions provisions clauses conditions and exclusions applicable to this Section and General Conditions of the Policy shall all be read as if they were references to the cover provided under clauses 1 to 5 above

The liability of the Company will not exceed £50,000 in total in any one period of insurance



## DE1 BUSINESS INTERRUPTION SECTION DISEASE EXCLUSION

The following Exclusion is added to Exclusion Clauses

Notwithstanding any other provision within this Section no cover is provided under this Section for any loss (including consequential loss loss of value and loss of use) damage claim cost or expense of whatsoever nature directly or indirectly caused by or in any way contributed to by resulting from arising out of or in connection with

- a) any Excluded Pathogens or Diseases
- b) any fear or threat (whether actual or perceived) of any Excluded Pathogens or Diseases
- c) any advice given or action taken (whether or not by a competent authority) in controlling preventing or suppressing the occurrence outbreak spread or effects of any Excluded Pathogens or Diseases
- d) the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

### Definitions

For the purposes of this Exclusion the following Definitions shall apply

The words Excluded Pathogens or Diseases shall mean

- i. any coronavirus or the disease it causes including but not but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation thereof
- ii. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
- iii. any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
- iv. any other Communicable Disease

The words Communicable Disease shall mean any disease illness or condition which is caused by or can be transmitted by means of any





substance or agent from any organism to another organism (human or otherwise) where the

- i. substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not  
and
- ii. method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

This Exclusion does not apply to

Physical loss damage or destruction (not otherwise excluded) to property insured and any consequential loss directly resulting therefrom where such physical loss damage or destruction arises from the perils of 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 theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

For the avoidance of any doubt the peril 'malicious persons' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity

#### **E71 BUSINESS INTERRUPTION SECTION - ELECTRONIC RISKS EXCLUSION**

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Business Interruption Section of the Policy from the Effective Date shown in the Schedule

This Section does not cover

13 any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any Computer Systems or
- b) any alteration modification distortion erasure or corruption of Data



in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril except for consequential loss caused by malicious persons other than thieves

#### Definitions

For the purposes of this Section Exclusion the following Definitions apply

Computer systems shall mean computer or other equipment or component or system or item which processes stores transmits or receives Data

Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above



Flood - Amount excluded clause

Under the heading The Cover - All Risks, the following is added to the Exclusions-

This Section does not cover the first £10,000 of each and every loss in respect of CONSEQUENTIAL LOSS caused by or consisting of

a) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal drain or dam

b) inundation from the sea

c) inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

#### **TX1 TERRORISM EXCLUSION**

This endorsement replaces any previous Terrorism Exclusion applicable to the Business Interruption Section of the Policy from the Effective Date shown in the Schedule

##### TERRORISM EXCLUSION CLAUSE

This Section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

##### Definition - Terrorism

In respect of England Scotland and Wales Terrorism is defined as 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





Item No	Description	Column 1 Contents*	Column 2 Stock & Materials*	Column 3 Miscell- aneous*
		£	£	£
<b>Premises - Minden Road, Anerley, London SE20 8EE</b>				
1	Workshop(s) occupied by the Insured	R 88082	27321	-
1	Tools	-	-	R 80000
13	Diesel Tank	-	-	R 64586
19	Stock of Fuel	-	-	20000
22	Electronic office equipment & computers	-	-	R 4500

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation of this is detailed in the THEFT SECTION

#### ENDORSEMENTS APPLICABLE TO THE ABOVE PREMISES

##### 222 THEFT AMOUNT EXCLUDED AMENDMENT CLAUSE

Exclusion 1 is amended to read

the first £1000 of each and every loss after the application of any condition of Average

Item No	Description	Column 1 Contents*	Column 2 Stock & Materials*	Column 3 Miscell- aneous*
		£	£	£
<b>Premises - 40/45 Herringham Road, London SE7 8NJ</b>				
1	Machinery & Contents	R 22000	-	-

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation of this is detailed in the THEFT SECTION

#### **Premises - Morden Wharf and Site 2 Morden Wharf, Tunnel Avenue Greenwich SE10 0PA**

1	Contents and Stock (detailed in endorsement 200)	R 30000	2000	-
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Item No	Description	Column 1 Contents*	Column 2 Stock & Materials*	Column 3 Miscell- aneous*
		£	£	£
2	Tools	-	-	R 2500
3	Diesel tank	-	-	R 20000
4	Stock of diesel fuel	-	-	R 35000

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation of this is detailed in the THEFT SECTION

**Premises - 162 Sydenham Road, London SE26 5JZ**

1	Office(s)	R 26695	-	-
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Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation of this is detailed in the THEFT SECTION

**Premises - 3 Herringham Road, Charlton, London SE7 8NJ**

34	Machinery & Contents	R 52000	-	-
37	Electronic office equipment & computers	-	-	R 45000
39	Employees tools Portable hand tools	R 5000	-	-

Amounts shown in brackets represent the value declared by the Insured in accordance with the Day One Average Clause

\* A full explanation of this is detailed in the THEFT SECTION

**SPECIAL CLAUSES APPLICABLE**

**TO ALL PREMISES** - 5 (As detailed in your policy)



## ENDORSEMENTS APPLICABLE TO ALL PREMISES

### C01 Coronavirus Exclusion

The Theft Section is amended as follows

The following Exclusion is added to Exclusions

In respect of all cover provided under this Section and notwithstanding any other provision no cover is provided for any claim loss liability cost or expense of whatever nature directly or indirectly arising out of contributed to by or resulting from coronavirus disease (COVID-19) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof This exclusion also applies to any claim loss cost or expense of whatever nature directly or indirectly arising out of contributed to by or resulting from

- (i) any fear or threat (whether actual or perceived) of  
or
- (ii) any action taken in controlling preventing suppressing or  
in any way relating to any outbreak of

coronavirus disease (COVID-19) severe acute respiratory syndrome  
coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof

### E71 THEFT SECTION - ELECTRONIC RISKS EXCLUSION

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Theft Section of the Policy from the Effective Date shown in the Schedule

This Section does not cover

7 any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any Computer Systems or
- b) any alteration modification distortion erasure or corruption of  
Data

in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent damage not otherwise excluded by this Section except for damage caused by malicious persons other than thieves

#### Definitions

For the purposes of this Section Exclusion the following Definitions apply

Computer Systems shall mean computer or other equipment or component or system or item which processes stores transmits or receives Data



Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

#### **F01 THEFT COVER AMENDMENT CLAUSE**

In respect of item No. 2

1) Paragraphs 1 and 2 of the Indemnity are amended to read:-

1. any of the Property Insured while within the Premises including any yard or compound at the same address being lost or damaged as the result of
  - a) theft or attempted theft provided that there are visible signs of entry to the yard or compound containing the Property Insured having been made by forcible and violent means.
  - b) theft following assault or violence or threat thereof to the







**SELECTED ALL RISKS SECTION**

**COVER DETAILS**

Item No.	Description	Sum Insured	Location
	<b>Premises - 160 Sydenham Road, London SE26 5JZ</b>		
1	Communication System	R 1292	Great Britain
4	Vehicle Steam Cleaner	R 5110	Great Britain
6	Tools in vans	R 5000	Great Britain
7	Tools in principal service van	10000	Great Britain
8	5 x laptop computers	10000	Great Britain

**ENDORSEMENTS APPLICABLE TO ALL PREMISES**

**DE1 SELECTED ALL RISKS SECTION DISEASE EXCLUSION**

The following Exclusion is added to 3. Exclusions

Notwithstanding any other provision within this Section no cover is provided under this Section for any loss damage claim loss of value loss of use cost or expense of whatsoever nature directly or indirectly caused by or in any way contributed to by resulting from arising out of or in connection with

- a) any Excluded Pathogens or Diseases
- b) any fear or threat (whether actual or perceived) of any Excluded Pathogens or Diseases
- c) any advice given or action taken (whether or not by a competent authority) in controlling preventing or suppressing the occurrence outbreak spread or effects of any Excluded Pathogens or Diseases
- d) the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

**Definitions**

For the purposes of this Exclusion the following Definitions shall apply

The words Excluded Pathogens or Diseases shall mean

- i. any coronavirus or the disease it causes including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome



- coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation thereof
- ii. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
  - iii. any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
  - iv. any other Communicable Disease

The words Communicable disease shall mean any disease illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the

- i. substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not  
and
- ii. method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

The words Defined Peril shall 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 theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

This Exclusion does not apply to

Physical loss damage or destruction to property insured where such physical loss damage or destruction arises from a Defined Peril

For the avoidance of any doubt the Defined Peril 'malicious persons' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity

#### **E71 SELECTED ALL RISKS SECTION - ELECTRONIC RISKS EXCLUSION**

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Selected All Risks Section of the Policy from the Effective Date shown in the Schedule

This Section does not cover

- k) any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - a) damage to or the destruction of any Computer Systems or
  - b) any alteration modification distortion erasure or corruption of Data



in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent loss or damage not otherwise excluded which itself results from a Defined Peril covered by this Section except for damage caused by malicious persons other than thieves

#### Definitions

For the purposes of this Section Exclusion the following Definitions apply

Computer systems shall mean computer or other equipment or component or system or item which processes stores transmits or receives Data

Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

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

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above



## **F01 VEHICLE ALARM CONDITION**

It is a condition precedent to liability that the principal service van is secured at all points of access and the vehicle alarm switched on and operational when the vehicle is left unattended

## **TX1 TERRORISM EXCLUSION**

This endorsement replaces any previous Terrorism Exclusion applicable to the Selected All Risks Section of the Policy from the Effective Date shown in the Schedule

### **TERRORISM EXCLUSION CLAUSE**

This Section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

#### **Definition - Terrorism**

In respect of England Scotland and Wales Terrorism is defined as 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

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

**WR1 WAR RISKS EXCLUSION**

This endorsement replaces any previous War Risks Exclusion applicable to the Selected All Risks Section of the Policy from the Effective Date shown in the Schedule

**WAR RISKS EXCLUSION CLAUSE**

This Section does not cover

- i) any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

**005 AMOUNT EXCLUDED CLAUSE - SELECTED ITEMS**

The Company will not be responsible under the undernoted items for the undernoted amounts of each claim -

Item(s)	Amount excluded
6 & 7	£100

**Total Sum Insured** **£31,402**

**MONEY SECTION**
**LIMITS OF LIABILITY**

**Part 1: Any one loss of Money (other than crossed cheques and cancelled National Insurance stamps)**

1. In transit or in a bank night safe.....	£10000
2. From the Premises during Business Hours.....	£10000
3. From the Premises out of Business Hours in the undernoted locked safes or strongrooms:- LEEBANK SAFE	£5000
4. From the Premises out of Business Hours from any other safe...	£1000
5. From the Premises out of Business Hours NOT contained in a locked safe.....	£500
6. From the residence of any principal or authorised employee....	£500
THE MAXIMUM AMOUNT OF MONEY CARRIED PER PERSON.....	£2500

**Part 2.**

Personal Accident - Number of Units..... 10



**ENDORSEMENTS APPLICABLE TO ALL PREMISES**

**DE1 MONEY SECTION DISEASE EXCLUSION**

The following Exclusion is added to Exclusions Applicable to this Section

Notwithstanding any other provision within this Section no cover is provided under this Section for any loss damage claim loss of value loss of use cost or expense of whatsoever nature directly or indirectly caused by or in any way contributed to by resulting from arising out of or in connection with

- a) any Excluded Pathogens or Diseases
- b) any fear or threat (whether actual or perceived) of any Excluded Pathogens or Diseases
- c) any advice given or action taken (whether or not by a competent authority) in controlling preventing or suppressing the occurrence outbreak spread or effects of any Excluded Pathogens or Diseases
- d) the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

Definitions

For the purposes of this Exclusion the following Definitions shall apply

The words Excluded Pathogens or Diseases shall mean

- i. any coronavirus or the disease it causes including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation thereof
- ii. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
- iii. any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
- iv. any other Communicable Disease

The words Communicable disease shall mean any disease illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or



otherwise) where the

- i. substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not  
and
- ii. method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

The words Defined Peril shall 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 theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

This Exclusion does not apply to

Physical loss damage or destruction to property insured where such physical loss damage or destruction arises from a Defined Peril

For the avoidance of any doubt the Defined Peril 'malicious persons' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity

#### **E71 MONEY SECTION - ELECTRONIC RISKS EXCLUSION**

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Money Section of the Policy from the Effective Date shown in the Schedule

This Section does not cover

any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any Computer Systems or
- b) any alteration modification distortion erasure or corruption of Data





in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent damage not otherwise excluded by this Section except for damage caused by malicious persons other than thieves

#### Definitions

For the purposes of this Section Exclusion the following Definitions apply

Computer systems shall mean computer or other equipment or component or system or item which processes stores transmits or receives Data

Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

#### **F01 EXTENSION OF COVER**

Under Part 2 - Personal Accident - Assault Table of Compensations paragraph 4 £10 per week is amended to read £50 per week.



## TX1 TERRORISM EXCLUSION

This endorsement replaces any previous Terrorism Exclusion applicable to the Money Section of the Policy from the Effective Date shown in the Schedule

### TERRORISM EXCLUSION CLAUSE

This Section does not cover

d) Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

#### Definition - Terrorism

In respect of England Scotland and Wales Terrorism is defined as 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

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

**WR1 WAR RISKS EXCLUSION**

This endorsement replaces any previous War Risks Exclusion applicable to the Money Section of the Policy from the Effective Date shown in the Schedule

**WAR RISKS EXCLUSION CLAUSE**

This Section does not cover

- a) any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

**X01 EXCESS AMENDMENT CLAUSE 2002**

This Section does not cover the first £250 of each and every loss as ascertained after the application of all other terms conditions and provisions of this Policy.

This endorsement does not apply if a higher amount has already been excluded.

**EMPLOYERS LIABILITY SECTION**
**COVER DETAILS**

**LIMIT OF INDEMNITY** - £10000000 any one event.

<b>DESCRIPTION OF ESTIMATE</b>	<b>ESTIMATE</b>
Payments to employees engaged in :-	
Clerical work(including commercial travellers and managerial employees who do not engage in manual labour)	£1041600
Driving	£3313440
All other work	£198720
Mechanical work	£246240



## ENDORSEMENTS

### M01 MANSLAUGHTER COSTS EXTENSION

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for
 

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.



**TR1 WAR, CIVIL WAR, POLITICAL RISK AND TERRORISM LIMITATION CLAUSE (£5m)**

The liability of the Company under this insurance for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Clause, "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion

assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Clause, "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

**PUBLIC LIABILITY SECTION**

**COVER DETAILS**

**LIMIT OF INDEMNITY**

Part 1 - PUBLIC LIABILITY - £10000000

Part 2 - PRODUCT LIABILITY - £10000000 in any one period of insurance.

**DESCRIPTION OF ESTIMATE**

**ESTIMATE**

Payments made to :-

All employees (including working principals) engaged in work away from the Insured's premises	£3313440
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Turnover in respect of :-

Goods sold or supplied	£36000000
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## ENDORSEMENTS

### D01 Data Protection Act

Data Protection Act 1998, is cancelled, and replaced by

Data Protection Act

The company will indemnify the insured in respect of liability arising under the Data Protection Act 2018 ("Act") or any subsequent legislation amending revising or replacing such Act occurring during the period of insurance as a result of

- a) holding personal data
- b) any loss misuse or unauthorised disclosure of personal data held by the insured in the course of the business.

Provided that the company will only pay

- a) compensation which the insured is ordered to pay or which the insured might reasonably be expected to pay by a court having jurisdiction
- b) if the process of registration under the above Act has been commenced or completed by the insured and the application has not been refused or withdrawn within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

The company shall not be liable in respect of

- a) fines or penalties imposed by a court
- b) the costs of any appeal against the refusal of an application for registration or alteration in connection with the Data Protection legislation or any enforcement de-registration or prohibition notice
- c) the recording or provision of data for reward or for determining the financial status of any person
- d) the cost of replacing reinstating rectifying or erasing any personal data
- e) the refund of monies paid to the insured by any claimant
- f) any liability which arises as a result of a deliberate act or omission of the insured and which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission
- g) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- h) libel, slander or defamation
- i) liability for which cover is provided under any other more specific insurance.

The total liability of the company including all costs and expenses in this respect shall not exceed £1,000,000 during any one period of insurance.



**F01 POLLUTION EXCLUSION**

Exclusion 1 of General Exclusions and Limitations under the Public and Product Liability Section of the Policy is deleted and replaced by the following:

The indemnity provided by this Section excludes Pollution or Contamination

"Pollution or Contamination" shall be deemed to mean

- (a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination

**F02 ASBESTOS EXCLUSION**

We will not cover claims caused by or arising from

- 1. inhalation or ingestion of asbestos
- 2. exposure to or fear of the consequences of exposure to asbestos
- 3 the presence of asbestos in any property or on land
- 4 investigating, managing, removing, controlling or remediation of asbestos.

Asbestos shall mean:

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos

**M01 MANSLAUGHTER COSTS EXTENSION**

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
  - i) the course of an investigation leading to the offence of
  - ii) defending the Insured against criminal proceedings in connection with a charge of
  - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or



culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy

- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
  - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
  - b) fines or penalties or the cost of implementing any remedial order or publicity order
  - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d) an appeal against any fine penalty remedial order or publicity order
  - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f) costs and expenses insured by any other policy
  - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

#### **TR7 TERRORISM COVER AMENDMENT CLAUSE (2005)**

This cover amendment clause replaces any existing Public Liability War and Terrorism Cover Amendment Clause(s) applicable to this Policy prior to the effective date of this Endorsement.

The insurance provided by this Policy/Section is subject to the following Terrorism Limitations:

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.



**X01 EXCESS AMENDMENT CLAUSE**

This Policy shall not apply to the first £500 of each and every occurrence in respect of loss or damage to property

This does not replace any higher amount for which the Insured is responsible specified elsewhere in the Policy or Schedule

**050 HAULIERS-LIVESTOCK EXCLUSION**

The indemnity will not apply to legal liability arising out of the haulage of livestock

**051 HAULIERS-ROAD TANKER EXCLUSION**

The indemnity will not apply to legal liability arising out of the operation of road tankers

**058 PROPERTY OWNERS - SPECIFIED PREMISES**

This Policy shall apply only in respect of the ownership by the Insured of the undernoted premises

Rock House, Carncrows Street, St. Ives, Cornwall, TR26 1PW

it is noted that this property is personally owned by Mr. Simon Sivyser

<b>GOODS IN TRANSIT SECTION</b>
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**COVER DETAILS**

<b>MEANS OF CONVEYANCE</b>	<b>SUM INSURED PER VEHICLE</b>
Unspecified Vehicles Operated by the Insured	£10000
<b>LIMIT ONE EVENT</b> - £20000	
<b>POLICY EXCESS</b> - £100	
<b>EXTENSIONS IN FORCE</b> - NONE	
<b>SPECIAL CLAUSES IN FORCE</b> - A B E (As detailed in your policy)	



## ENDORSEMENTS

### DE1 GOODS IN TRANSIT - OWN GOODS SECTION DISEASE EXCLUSION

The following Exclusion is added to 4. Exclusions

Notwithstanding any other provision within this Section no cover is provided under this Section for any loss damage claim loss of value loss of use cost or expense of whatsoever nature directly or indirectly caused by or in any way contributed to by resulting from arising out of or in connection with

- a) any Excluded Pathogens or Diseases
- b) any fear or threat (whether actual or perceived) of any Excluded Pathogens or Diseases
- c) any advice given or action taken (whether or not by a competent authority) in controlling preventing or suppressing the occurrence outbreak spread or effects of any Excluded Pathogens or Diseases
- d) the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

#### Definitions

For the purposes of this Exclusion the following Definitions shall apply

The words Excluded Pathogens or Diseases shall mean

- i. any coronavirus or the disease it causes including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation thereof
- ii. H1N1 influenza virus (and the disease it causes; 'swine flu') or H5N1 influenza virus (and the disease it causes; avian influenza or 'bird flu') or any mutation or variation thereof
- iii. any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
- iv. any other Communicable Disease

The words Communicable disease shall mean any disease illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the



i. substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not

and

ii. method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

The words Defined Peril shall 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 theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

This Exclusion does not apply to

Physical loss damage or destruction to property insured where such physical loss damage or destruction arises from a Defined Peril

For the avoidance of any doubt the Defined Peril 'malicious persons' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity

#### **E73 GOODS IN TRANSIT - OWN GOODS SECTION - ELECTRONIC RISKS EXCLUSION**

This endorsement is added to the Goods In Transit - Own Goods Section of the Policy from the Effective Date shown in the Schedule and stated as follows

##### 4. General Exclusions

7. This Section does not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any Computer Systems or
- b) any alteration modification distortion erasure or corruption of Data



in each case whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

but this shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

#### Definitions

For the purposes of this Section Exclusion the following Definitions apply

Computer Systems shall mean computer or other equipment or component or system or item which processes stores transmits or receives Data

Data shall mean any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Defined Peril shall mean fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer 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 the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking shall mean unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing shall mean any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above



**TX2 GOODS IN TRANSIT - OWN GOODS SECTION - TERRORISM EXCLUSION CLAUSE**

This endorsement is added to and replaces any previous Terrorism Exclusion applicable to the Goods in Transit - Own Goods Section of the Policy from the Effective Date shown in the Schedule

4. General Exclusions

This Section does not cover

6. Terrorism

Loss damage cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

In respect of England Scotland and Wales Terrorism is defined as 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

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing by force or violence of any government de jure or de facto

**PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS**



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C O L L A T I O N     D E T A I L S

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Policy: LC COM 6044382

Policy Backing: CB050F

**Risk Type**

**Form(s) Reference**

BII Business Interruption

PR306B

PR308B



# CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

**POLICY No.** **LC COM 6044382**

- 1. NAME OF POLICYHOLDER** **Sivyer Logistics Ltd**
- 2. DATE OF COMMENCEMENT OF INSURANCE POLICY** **12th May 2021**
- 3. DATE OF EXPIRY OF INSURANCE POLICY** **11th May 2022**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain (b) Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million(c)

Signed on behalf of AXA Insurance UK plc (Authorised Insurer)

**Claudio Gienal**  
CEO AXA UK & Ireland

*This policy covers the policyholder and only the following subsidiaries:*

*H Sivyer (Transport) Ltd  
Sivyer Recycling Ltd  
Sivyer Concrete Limited*

## Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.