

Towergate Camerasure Semi-Professional Policy

TO MAKE A CLAIM:

Any claim or known circumstance likely to give rise to a claim must be reported to:

Towergate Camerasure
Funtley Court
Funtley Hill
Fareham, Hants PO16 7UY
Telephone 08704115511

CONTENTS - a guide to policy content

This policy booklet should be read in conjunction with the **Schedule** which indicates both the Sections **You** are insured under, the insurance period together with details of the basis of cover you have chosen, the sums insured/ limits, deductibles and any special endorsements. Please check carefully and contact your insurance broker if incorrect

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IF YOU HAVE A PROBLEM

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

What will happen if you complain

- We will acknowledge your complaint within 5 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concern has been made, we will respond with a decision

Most of our customers concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint unless we are awaiting for information from you to assist in the resolution of the complaint

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS)

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover less than £1,000,000, a charity with an annual income of less than £1,000,000 or a trustee of a trust with a net asset value of less than £1,000,000. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral unless we are awaiting for information from you to assist in the resolution of the complaint

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not effect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by Camerasure Alliance

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact Towergate Camerasure
Funtley Court
Funtley Hill
Fareham
Hants
PO16 7UY Telephone 0870 4115511 Fax 0870 4115515

quoting the policy reference number.

Step 2 Refer your complaint to our Chief Executive:

If you remain unhappy with the decision you receive, please write will full details including Policy Number and/or claim number, to:
The Chief Executive
Aviva Insurance Ltd
8 Surrey Street
Norwich
NR1 3NG

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

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR Telephone 0845 080 1800

CHOICE OF LAW

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1: The law applying in the part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2: In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3: Should neither of the above be applicable, the law of England and Wales will apply.

CANCELLATION RIGHTS

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid

Alternatively if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover.

To exercise your right to cancel your policy, please contact us at
Towergate Camerasure,
Funtley Court
Funtley Hill
Fareham,
Hants,
PO16 7UY

If you do not exercise your right to cancel your policy it will continue in force for the term of the policy and you will be required to pay the full premium as stated

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

GENERAL POLICY CONDITIONS

1. Fundamental Conditions

The following conditions are fundamental to the operation of this policy. If they are breached no cover will be provided

- (a) All statements answers and information supplied to **Us** by or on behalf of **You** in connection with this policy must be truthful and complete including any information supplied in relation to a claim
- (b) **You** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums

2. Your Obligations

The following conditions must be complied with. Any breach by **You** will allow **Us** to terminate this policy. Termination shall be from the date of the breach of condition

You must

- (a) give immediate notice to **Us**
 - (i) of anything which materially affects the risk insured specifically anything which might increase the risk of loss or **Damage**
 - (ii) once **You** have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this policy
- (b) take all reasonable care to
 - (i) prevent accidents or **Damage**
 - (ii) maintain all premises plant and equipment and everything used by you in proper repair
- (c) on any defect or danger becoming apparent either
 - (i) forthwith make good or remedy any such defect or danger or
 - (ii) take such additional precautions as the circumstances require to avoid such defect or danger

3. Claims Conditions

The following conditions explain the actions and co-operation required by **You** regarding the handling of claims. No claim will be paid unless full and complete adherence to these conditions is maintained by **You**

You must

- (a) give immediate notice to **Us** of anything which may give rise to a claim being made against **You** or for which **You** intend to seek indemnity under this policy
- (b) provide **Us** with such particulars as **We** may require in connection with such circumstances
- (c) forward to **Us** immediately on receipt every letter writ summons and process in connection with such circumstances
- (d) give all information and assistance required by **Us** in connection with such circumstances
- (e) neither make any admission of liability nor any offer promise or payment in connection with such circumstances without **Our** written consent
- (f) in respect of loss or **Damage** caused by theft or malicious persons give immediate notice to the police
- (g) use all due diligence to do and permit to be done all things which may be reasonably practicable to minimise or avoid or diminish loss

4. Administrative Conditions

- (a) **We** may at any time and at our discretion waive **Our** rights under any of the GENERAL POLICY CONDITIONS but this will not waive or limit **Your** obligations or **Our** rights in respect of any other GENERAL POLICY CONDITION
- (b) Any claimant under this policy shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**
- (c) **We** shall be entitled at any time and at **Our** discretion to
 - (i) take over and conduct in **Your** name the defence of or the settlement of any claim and to prosecute at **Our** own expense and for our **Own** benefit any claim for indemnity or damages against all other parties or persons
 - (ii) pay to **You** the limit of indemnity less any **Costs** incurred by **Us** or any lesser sums for which any claim or claims under Section 2 of this policy can be settled and in that event **We** will not be under any further liability
 - (iii) cancel this policy by sending thirty days notice by recorded delivery post to **You** at **Your** last address known to **Us** together with any appropriate refund of premium
- (d) Notwithstanding the provisions of condition 4.(c) (iii) if **We** agree to accept payment by instalments then in the event of any default in payment of any instalment by **You** the full outstanding balance shall become payable immediately

If **You** then fail to pay such amount within seven days of **Our** notice to **You** of the default in payment **We** may cancel this policy by seven days notice in writing to **You**

- (e) Unless otherwise stated elsewhere in this policy if at the time of any loss or **Damage** insured by Section 1 there is any other insurance effected by **You** or on **Your** behalf covering such loss **Our** liability hereunder will be limited to **Our** rateable proportion of such loss or **Damage**

Further in respect of items on **Buildings Contents** and **Stock** only (as defined and insured under Section 1) if any such other insurance is subject to average (underinsurance) this policy if not already subject to any condition of average will be subject to average in like manner

If any other insurance effected by **You** or on **Your** behalf covers any property insured by Section 1 but is subject to any provision wholly or partly excluding it from ranking concurrently with this policy or from contributing rateably to the loss or **Damage** **Our** liability will be limited to such proportion of the loss or **Damage** as the sum insured bears to the value of the property

If in respect of any claim under Section 2 there is any other insurance or indemnity in **Your** favour in force relative to such claim or there would be but for the existence of this Section **Our** liability shall be limited. This limit shall be the amount in excess of that which would have been payable (but for the existence of this Section) in respect of such claim

- (f) On the happening of any loss or **Damage** in respect of which a claim is or may be made under Section 1 **We** and any person authorised by **Us** may
 - (i) enter take or keep possession of the premises where such loss or **Damage** has occurred
 - (ii) take possession of or require to be delivered to them the insured property
 - (iii) deal with such property for all reasonable purposes and in any reasonable mannerwithout thereby incurring any liability or diminishing any of **Our** rights under this section

GENERAL POLICY EXCLUSIONS

War

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

- (i) War invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
- (ii) Nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority.
- (iii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

Provided (ii) shall not apply to

Public and/or Products Liability

when insured by this Policy.

Terrorism

This Policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) Civil commotion in Northern Ireland
- (3) any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above

except as stated in the **Special Provisions – Terrorism** below.

And provided that

- (1) and/or (3) above shall not apply to

Goods In Transit

And (2) above shall not apply to

Public and/or Products Liability

Terrorism is defined as any act or acts including but not limited to

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

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

In any action suit or other proceedings where the insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the insured.

Special Provisions – Terrorism

Subject otherwise to the terms, conditions, exceptions and exclusions of the Policy

- (a) When any of the following covers are insured by this policy
Public and/or Products Liability

Neither of the exclusions in (1) and (3) above shall apply to

- (i) Public and/or Public Liability (other than Excess of Loss Public and/or Products Liability) but the limit/Amount of Indemnity for the purpose of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is lower.

Neither of the exclusions in (1) and (3) above shall apply to those covers provided that for the purposes of Special Provision (b) – Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (a) Any limits amounts payable or maximum accumulation stated in the schedule

Or

- (b) £1,000,000

In the event of a claim exceeding the total amount payable under this Special Provision (b) - Terrorism the company's liability in respect of each insured person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

DEFINITIONS AND INTERPRETATIONS

Your policy is made up of various sections and documents. These should all be read together as part of the same contract

Definitions are set out below and any word or phrase which has a definition is printed throughout the policy in **bold type**

Various specific definitions are set out in individual sections which relate only to those sections

Where a more general meaning applies this will be apparent from the way it is used in the policy

Buildings

The buildings at the **Premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings yards forecourts and car-parks
- (c) roads pavements and street furniture but only to the extent of **Your** responsibility
- (d) walls gates fences canopies and fixed signs
- (e) foundations
- (f) piping ducting cables wires and associated equipment on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Buildings** will be as above but excluding any

- (a) yard forecourt and car-park
- (b) shed lean-to greenhouse open sided or open ended structure
- (c) part of the **Premises** which is not securely locked and fastened when closed for **Business** or left unattended
- (d) **Buildings** empty or not in use

Computer System

Any computer data processing equipment media or part thereof or system of data storage and retrieval or communications system network protocol or part thereof or storage device microchip integrated circuit real time clock system or similar device or any computer software (including but not limited to application software operating systems runtime environments or compilers) firmware or microcode whether or not **Your** property

Contents

All property belonging to **You** or for which **You** are responsible and separately defined in this policy as

- (a) **Film Stock**
- (b) **Hired-In Equipment**
- (c) **Photographic Equipment**
- (d) **Portfolio**
- (e) **Props and Goods In Trust**
- (g) **Transparencies**

but excluding **Other Possessions** and **Stock**

Costs

- (a) Claimants costs and expenses arising in respect of any claim against **You** which may be the subject of indemnity under Section 2 of this policy
- (b) All costs and expenses incurred by **Us** or with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under Section 2 of this policy

Damage

Accidental loss or destruction of or damage to the property insured

Deductible

The amount shown in any section of the **Schedule** being the first part of any claim which **You** must pay

Under Section 1 the **Deductible** is applied to each separate **Premises** and is deducted after the application of all other provisions of the policy including any condition of average (underinsurance)

Defined Peril

Fire lightning explosion aircraft or other aerial devices dropped from aircraft riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water impact by any road vehicle or animal and subsidence ground heave or landslip

Endorsement

Any variation or addition to the terms of the policy

Film Stock

Unused photographic films which belong to **You** whilst within the **Geographical Limits** shown in the **Schedule**

Geographical Limits

The **Geographical Limits** applicable to specific items insured are shown in the **Schedule**. The phrases used are more specifically defined as follows

- (a) **Premises** - see below
- (b) **United Kingdom** - see below
- (c) UK / Europe means within the **United Kingdom**, the continent of Europe, Iceland, Greenland, all Mediterranean Islands and all countries with a Mediterranean shoreline but north of 30 degrees North only
- (d) World-wide means anywhere in the world

Hired-In Equipment

Photographic Equipment and accessories hired by **You** and for which **You** are responsible whilst within the **Geographical Limits** shown in the **Schedule**

Other Possessions

All property at the **Premises** which belongs to **You** or for which **You** are responsible excluding landlord's fixtures and fittings **Contents** and **Stock** but including

- (a) fixtures fittings alterations improvements repairs and decorations
- (b) the contents of water oil gas and fuel tanks and ancillary equipment and pipework
- (c) property in the open yards and spaces adjoining and used in connection with the **Premises**
- (d) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (e) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to **You** of the information contained therein for an amount not exceeding £1,000
- (f) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement

and so far as the same are not otherwise insured

Period of Insurance

The **Period of Insurance** shown in the **Schedule** which is the effective period of this policy

Photographic Equipment

Cameras camera packs bodies plates lenses filters light meters stands cases portable lighting camera and lighting equipment and accessories belonging to **You** or for which **You** are responsible and not more specifically insured whilst within the **Geographical Limits** shown in the **Schedule**

Pollution

- (a) Pollution or contamination of any sort and however caused and
- (b) All loss damage injury or disease directly or indirectly caused by such pollution or contamination

Portfolio

Your collection of photographic **Transparencies** negatives prints and laminates but only for the value of the materials together with the cost of re-duplicating or re-laminating and re-printing but not for the value to **You** of the information contained therein all whilst within the **Geographical Limits** shown in the **Schedule**

Premises

The premises which **You** use and as detailed in the **Schedule**

Property

In respect of Section 2 of this policy **Property** means property which is both material and tangible

Props and Goods In Trust

Photographic props and goods held in trust by **You** and for which **You** are responsible for the purpose of a photographic shoot whilst within the **Geographical Limits** shown in the **Schedule**

Schedule

The most current **Schedule** issued to **You** which includes the **Period of Insurance** the amount of premium payable and details of the cover provided by this policy

The **Schedule** is part of the policy and must be read in conjunction with it

Stock

Your stock and materials including work in progress including items temporarily in **Your** custody for alteration renovation or repair or otherwise held in trust or on commission unless they are more specifically insured

and excluding any item of **Contents** or **Other Possessions**

Transparencies

Photographic transparencies and negatives (either complete or in the process of completion) belonging to **You** or for which **You** are responsible but only for the value of the materials together with the cost of reproduction and not for the value to **You** of the information contained therein within the **Geographical Limits** shown in the **Schedule** and subject to a limit of

(a) £500 any one transparency or negative

(b) £5,000 any one package or conveyance

and in all the amount stated in the **Schedule**

United Kingdom

England Scotland Wales Northern Ireland Isle of Man and the Channel Islands

We/Us/Our

Aviva Insurance Ltd

You/Your/Yours

The first party and any associated or subsidiary company named in the **Schedule** as the Insured

POLICY COVER

SECTION 1: ASSETS

1A: Material Damage

any of the property insured described in the **Schedule** suffering **Damage**

when **We** will pay for the value of the property at the time of the **Damage** or at **Our** option reinstate or replace such property or any part of it

1B: Goods in Transit

Damage to Goods In Transit

when **We** will pay for the value of the **Goods in Transit** at the time of the **Damage** or at **Our** option reinstate or replace the **Goods in Transit** or any part of them

provided that

- (a) the most **We** will pay under each section is - the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the **Schedule** at the time of the **Damage**

SECTION 2 : LIABILITIES

2A : Public Liability

accidental **Bodily Injury** to any person and/or accidental loss of or damage to **Property**

2B : Products Liability

accidental **Bodily Injury** to any person and/or accidental loss of or damage to **Property** caused by **Goods**

when **We** will pay for

- (a) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**
- (b) **Costs**

provided that

- (a) under Section 2A - the most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants
- (b) under Section 2B - the most **We** will pay is the limit of indemnity stated in the **Schedule** in respect of any one **Period of Insurance**

SECTION 1: ASSETS

EXCLUSIONS

This section does not cover

1. the amount of any **Deductible**
 2. property more specifically insured elsewhere
 3. **Damage** or **Consequential Loss** caused by
 - (a) (i) faulty or defective materials or workmanship inherent vice latent defect gradual deterioration change in water table level wear and tear or frost
 - (ii) explosion as a result of the bursting of a boiler (not used for domestic purposes only) other vessel machine or apparatus
 - (iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speedsbut this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 - (b) (i) collapse or cracking of **Buildings**
 - (ii) corrosion rust change in temperature dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in colour flavour texture or finish vermin insects marring or scratchingbut this shall not exclude such **Damage** if resulting from a cause which is not otherwise excluded
 - (c) (i) theft or any attempt thereof of **Contents Other Possessions** and **Stock** outside the **Buildings**
 - (iii) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - (iv) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage and or the failure of welds of boilers
 - (v) mechanical or electrical breakdown and/or derangement of machinery or equipmentbut this shall not exclude
 - (a) such **Damage** or resulting from a cause)
 - (b) subsequent **Damage** or resulting) which is not otherwise
from an ensuing cause) excluded)
 - (d) (i) subsidence or ground heave of any part of the site on which the property stands or landslip
 - (a) to yards forecourts car parks roads pavements walls gates and fences unless also affecting the structure or other parts of the **Buildings** insured by this section
 - (b) resulting from the settlement or movement of made-up ground or by coastal or river erosion
 - (c) occurring while the property insured or any part thereof is in course of erection or undergoing demolition structural alteration or structural repair
 - (d) which originated prior to the inception of this cover
 - (ii) normal settlement or bedding down of structures
 - (e) wind rain hail sleet snow flood or dust to moveable property in the open or fences and gates
4. **Damage** to
 - (a) property as a result of its undergoing any process
 - (b) property in transit (except as insured by Section 1B of the policy)

5. unless such items are specifically mentioned as insured **Damage** to
- (a) vehicles licensed for road use (including accessories thereon) railway locomotives and/or rolling stock watercraft or aircraft
 - (b) caravans or trailers whilst in use away from the **Premises**
 - (c) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than work at **Your own Premises** with a contract value of less than £250,000
 - (d) land and excavations
 - (e) livestock growing crops or trees other than by fire lightning aircraft or explosion
 - (f) jewellery watches precious stones precious metals bullion furs curiosities works of art or rare books
- or any resulting **Consequential Loss**
6. **Damage**
- (a) caused by freezing escape of water from any tank apparatus or pipe
 - (b) caused (other than by fire or explosion) by theft attempted theft or malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any **Buildings** empty or not in use
7. **Damage** directly or indirectly resulting from
- (a) ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component thereof
8. (a) **Damage** caused by **Pollution** but this shall not exclude **Damage** to the property insured not otherwise excluded caused by
- (i) **Pollution** which results from a **Defined Peril**
 - (ii) a **Defined Peril** which results from **Pollution**

SECTION 1A : MATERIAL DAMAGE

The **Schedule** shows if this section is operative

SETTLEMENT OF CLAIMS

Photographic Equipment Buildings Contents and Other Possessions

1. **We** will pay for the reinstatement of the property destroyed or damaged subject to the following SPECIAL CONDITIONS

Reinstatement means

- (a) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out
 - (i) in any manner suitable to **Your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

2. **You** have provided the Declared Value (shown in brackets below the sum insured in the **Schedule**) for each of the relevant items and the premium has been calculated accordingly

Declared Value means **Your** assessment of the cost of reinstatement of the property insured arrived at in accordance with paragraph 1. (a) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of reinstatement to comply with public authority requirements
- (b) professional fees
- (c) debris removal costs

SPECIAL CONDITIONS

- (1) At the inception of each **Period of Insurance** **You** must notify **Us** of the Declared Value of the property insured by each item

In the absence of such declaration the last amount declared by **You** shall be taken as the Declared Value for the ensuing **Period of Insurance**

- (2) If at the time of **Damage** the Declared Value of the property covered by such item is less than the cost of reinstatement (as defined in paragraph 2. above) at the inception of the **Period of Insurance** then **Our** liability for any **Damage** is limited. The most **We** will pay is the proportion of the **Damage** which the Declared Value bears to such cost of reinstatement
- (3) **Our** liability for the repair or restoration of property damaged in part only is limited to the amount which would have been payable had such property been wholly destroyed
- (4) No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement has been incurred
 - (c) if the property insured at the time of any **Damage** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- (5) All other provisions of the policy shall apply
 - (a) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
 - (b) where claims are payable as if this clause had not been incorporated except that the maximum payable for any item shall be the sum insured shown in the **Schedule**

Stock

We will pay the value of the **Stock** at the time of the **Damage** or at **Our** option reinstate or replace such **Stock** or any part of it provided that **Our** liability shall not exceed the sum insured stated in the **Schedule**

Property at Exhibitions

We will pay the value of exhibits at the time of **Damage** including the stand its furnishings and equipment belonging to **You** or for which **You** are or deem yourselves responsible whilst such property is at any exhibition or in transit to or from any exhibition including loading temporary housing en route and unloading all within the **United Kingdom** or Ireland. The most **We** will pay is the sum insured stated in the **Schedule**

Deterioration of **Film Stock**

We will pay the value at the time of **Damage** to perishable items of **Film Stock** in refrigeration cabinets or compartments caused by deterioration or putrefaction due to

- (a) rise or fall in temperature as a result of breakdown stoppage or failure from any inherent cause of the said appliance (notwithstanding the terms of Exclusion 3. (b) (ii) of this section insofar as they apply)
- (b) action of refrigerant fumes escaping from the said appliance
- (c) loss of refrigerant
- (d) failure to the mains supply of electricity and/or gas due to any cause not following
 - (i) the deliberate act of the supply authority or
 - (ii) the exercise of such authority of its power to withhold or restrict supply

for an amount not exceeding £2,000 any one claim

EXTENSIONS

1. Additional Interests

The interest of parties supplying property to **You** under a hiring leasing or similar agreement is noted in this insurance. The nature and extent of any interest must be disclosed by **You** in the event of **Damage**. **We** will normally pay the legal owner in respect of **Damage** to their property

2. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that **You** pay if required by **Us** an appropriate additional premium from the date of the **Damage** giving rise to the claim

3. Capital Additions

The insurance by this section shall extend to cover

(a) any newly acquired **Buildings** or **Other Possessions** in the **United Kingdom** insofar as the same are not otherwise insured and

(b) alterations additions and improvements to **Buildings** or **Other Possessions** but not in respect of any appreciation in value

during the current **Period of Insurance** at any of the **Premises** insured provided that

(i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or £1,000,000 whichever is the less

(ii) **You** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance retrospective to the date of the commencement of **Our** liability

(iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above

4. Capital Additions - **Photographic Equipment**

The insurance by this section shall extend to cover

(a) **Damage** to **Photographic Equipment** purchased by **You** while **You** are outside of the **United Kingdom** and which would otherwise be added to this section upon **Your** return to the **United Kingdom** provided that

(i) **You** provide full documentary evidence of such **Photographic Equipment** in support of any claim

(ii) the amount payable shall not exceed £500 any one claim

(b) the cost of hiring suitable replacement **Photographic Equipment** following **Damage** as described in (a) above provided that the total amount payable shall not exceed £500 any one claim

5. Consultants Fees

The sums insured on **Buildings** and **Other Possessions** include amounts for professional fees necessarily and reasonably incurred in the reinstatement of **Damage** insured hereby (but not such fees for the preparation of any claim). The most **We** will pay for the **Damage** (including such fees) is the sum insured by the relative item

6. Contracting Purchasers

In the event that **You** have contracted to sell the interest in the **Buildings** the contracting purchaser who completes the

purchase shall have the benefit of the insurance by this section up to the date of completion if and insofar as the **Buildings** are not otherwise insured and without prejudice to **Our** rights and liabilities

9. Debris Removal

Unless specifically insured by this section items relating to **Buildings Contents Other Possessions** and **Stock** extend to include reasonable costs and expenses necessarily incurred by **You** with **Our** consent in

(a) removing debris from

- (b) clearance or repair of drains sewers or gutters of
- (c) dismantling and/or demolishing
- (d) shoring up or propping

the portion or portions of the property insured destroyed or damaged by any cause not excluded and excluding any costs or expenses

- (i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from **Pollution**

The most **We** will pay under this clause and this section in respect of any item shall in no case exceed its sum insured

10. Emergency Services

In the event of **Damage** to the **Premises We** will pay for the remedial costs incurred following **Damage** to any landscaped areas caused by any emergency service

11. Lock Replacement

The insurance by this section extends to cover costs incurred as a result of necessary replacement of locks following the loss of keys by theft from the **Premises** or from the homes of **Your** principals directors or authorised **Employees**. No cover applies for safe or strongroom keys left on the **Premises** overnight unless the **Premises** are in normal occupation 24 hours a day

12. Metered Fuel

The insurance by this section extends to include the direct additional costs resulting from

- (a) accidental escape of metered water from tanks apparatus and pipes
- (b) unauthorised use of gas or electricity

but only to the extent that such loss is determined by measurement from water gas or electricity meters for which **You** are responsible

13. Non-Invalidation

Your interest in the insurance by this section shall not be prejudiced by any act or neglect of any tenant or occupier of any **Building** whereby the risk of **Damage** is increased without **Your** authority or knowledge provided **You** shall immediately on becoming aware thereof give **Us** notice in writing and on demand pay such reasonable additional premium as **We** may require

14. Property At Other Premises

The insurance by this section relating to **Other Possessions** and **Stock** extends to include such property whilst in or at the premises of another for temporary purposes including whilst in transit by road rail or inland waterway and temporary housing en route to and from such premises all in the **United Kingdom** or Ireland but excluding any property at exhibitions

16. Public Authorities

Where following **Damage We** pay for the reinstatement of **Buildings** and/or **Contents** allowance will be made in the settlement of claims for costs incurred by **You** solely to comply with European Community legislation or government or local authority regulations excluding

- (i) costs for complying with regulations notified before the **Damage** occurred
- (ii) the amount of any charge or assessment arising out of capital appreciation payable by reason of compliance with such regulations

17. Subrogation Waiver

In the event of a claim arising under this section **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against any company standing in the relation of holding subsidiary or fellow subsidiary to **You** in each case as defined by current legislation

18. Tenants

In the event of the **Premises** being occupied by **Your** tenants or co-tenants this section will not be prejudiced by any act or omission or default by them

19. Theft from Vehicles

The insurance by this section extends to include **Damage to Contents** whilst in a vehicle but excluding

theft or attempted theft from any vehicle, whilst the vehicle is left unattended by the driver and mate unless all windows doors and other means of access are fully closed fastened and where possible locked and all keys including the ignition and starting keys are removed from the vehicle to a place of safety and all **Contents** are effectively secreted from public view

theft or attempted theft from any vehicle whilst left between unattended between the hours of 2100 and 0600 (other than for temporary stops in course of a journey).

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

20.. Trace and Access

In the event of **Damage** resulting from escape of water **We** will pay for the reasonable costs incurred in locating the source of the **Damage** and making good

21. Unwitting Handling of Stolen **Photographic Equipment**

If **Photographic Equipment** insured by this section which has been purchased in good faith is subsequently found to have been stolen and as such is returned to the legal owner or surrendered to the relevant police authority **We** will indemnify **You** for the cost of purchasing replacement **Photographic Equipment** provided that

(i) **You** shall provide **Us** with full documentary evidence of the original purchase of such **Photographic Equipment** in support of any claim and that such purchase shall have been made from a VAT registered trader

(ii) the amount payable shall not exceed £500 any one claim

22. Workmen

Workmen are allowed to work in the **Buildings** for the purpose of effecting any repairs and/or minor additions and alterations and/or decorations without prejudice to this insurance provided that **You** continue to take all reasonable care for the safety and protection of property insured and that no change or alteration shall be made to any alarm system or other protective device without **Our** consent

23. X-Ray Scanning

The insurance by this section extends to include **Damage** to unprocessed **Film Stock** arising out of the operation of scanning devices by airport security personnel but excludes any fogging or other defect in the film which cannot be directly attributed to the scanning operation. The amount payable shall not exceed £500 any one claim

CONDITIONS

1. Average (underinsurance)

If at the time of the happening of any **Damage** to the property insured by any item (other than those applying solely to fees rent removal of debris or private dwelling houses) the sum insured by that item is less than the total value of the property to which it applies **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly

2. Fire Protection

(a) All fire protection equipment on **Your Premises** must be

- (i) installed in accordance with manufacturers' specifications
- (ii) in full and efficient working order at all times and serviced under an approved maintenance contract

(b) **You** must inform **Us** immediately if

- (i) **You** discontinue using any fire alarm or automatic sprinkler installation
- (ii) water supplies used for sprinklers are turned off
- (iii) there are alterations to any sprinkler installation or **Your Buildings** which may affect the installation

Breach of this condition shall only invalidate claims in respect of **Damage** by fire to property insured at the **Premises** at which the breach of condition has occurred

3. Security Requirements

(a) Any intruder alarm system required by **Us** must be

- (i) installed in accordance with the manufacturer's schedule agreed by **Us**
- (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
- (iii) tested and set whenever the alarmed portion of the **Premises** is closed for **Business** or not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises**

(b) Any other additional protection required by **Us** must be fitted in accordance with its requirement and together with all other devices for the protection of the property must be kept in good order and put into full effective operation when the **Premises** are closed for **Business** to customers or callers or are unattended

(c) All keys including duplicate keys relative to the security of the **Premises** must be removed from the secured **Premises** whenever they are closed for **Business** or left unattended

(d) **You** must advise **Us** immediately of any notice from the police or a security organisation that intruder alarm system signals will be disregarded where the system is required by **Us**

(e) All cameras and lenses must be contained in security cabinets or safes or strongrooms as advised to **Us** with the locking devices in operation whenever the **Premises** are left unoccupied except

- (i) such cameras and lenses set up for use on the following day subject to a total limit of £2,500
- (ii) bodies of studio (large format) cameras and accessories (excluding lenses) up to a total limit of £7,500

Breach of this condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in the **Premises** at which the breach of condition has occurred

4. Unoccupied Premises

Notice must be given to **Us** when any **Premises** become unoccupied or when unoccupied **Premises** or a portion thereof is again occupied and a suitable additional premium paid if required

SECTION 1B : GOODS IN TRANSIT

The **Schedule** shows if this section is operative

EXCLUSIONS

For Section 1B only the following additional exclusions apply

This section does not cover **Damage**

1. to **Money**
2. due to delay loss of market faulty or inadequate packaging or addressing or other consequential loss of any kind
3. due to theft or attempted theft from any vehicle or any unexplained shortage of **Goods in Transit** whilst the vehicle is left unattended by the driver and mate unless
 - (a) all windows doors and other means of access are fully closed fastened and where possible locked and all keys including the ignition and starting keys are removed from the vehicle to a place of safety and all **Goods in Transit** are effectively secreted from public view
4. Cover in the vehicle between the hours of 9.00pm and 6.00am

SETTLEMENT OF CLAIMS

We will pay for the value of the **Goods in Transit** at the time of **Damage** or at **Our** option reinstate or replace the **Goods in Transit** or any part of them provided that if at the time of the **Damage** the total value of the **Goods in Transit** in or upon any vehicle or in any package or consignment exceeds the relevant limit of liability in the **Schedule** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly

SPECIAL CONDITIONS

- (1) Maximum Payable

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

- (2) Co-insurance

Where the value of **Goods in Transit** at the time of **Damage** exceeds £5,000 **You** will be responsible for 25% of the amount of the claim unless the vehicle has been fitted with an approved immobiliser and alarm which is in full and effective operation

EXTENSIONS

1. Where **Goods in Transit** are carried by vehicles owned or operated by **You We** will also pay for
 - (a) Additional expenses reasonably incurred in
 - (i) the transfer of **Goods in Transit** to another vehicle and the delivery to its place of despatch necessitated by fire collision or overturning of the carrying vehicle
 - (ii) the reloading onto the carrying vehicle of **Goods in Transit** which have fallen from such vehicle
 - (iii) the removal of debris and site clearance consequent upon **Damage** to the **Goods in Transit**
 - (b) **Damage** to clothing or personal effects belonging to **You** or an **Employee** resulting from an accident to the carrying vehicle
 - (c) **Damage** to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by **You** or in **Your** charge or control

SECTION 2 : LIABILITIES

This section covers **Your** liability to others for loss damage or injury as specified in each sub-section

EXCLUSIONS

This section will not indemnify **You**

1. against any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement
2. against any liability directly or indirectly resulting from
 - (a) ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. against liability for
 - (a) punitive exemplary aggravated or restitutionary damages
 - (b) multiple damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier
 - (c) any fine or penalty
4. under Section 2A or Section 2B against liability
 - (a) in respect of **Bodily Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You**
 - (b) in respect of loss of or damage to **Goods**
 - (c) for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of **Goods**
 - (d) in respect of **Pollution**
5. against any liability which is more specifically insured elsewhere

SECTION 2A : PUBLIC LIABILITY

The **Schedule** shows if this section is operative

EXCLUSIONS

For Section 2A only the following additional exclusions apply

This section will not indemnify **You** against liability

1. for loss of or damage to **Property** belonging to **You** or in **Your** custody or control or of any **Employee** other than
 - (a) **Property** belonging to an **Employee** or visitor
 - (b) any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises
2. arising from the ownership possession or use under **Your** control or of any **Employee** of **Yours** of
 - (a) any mechanically propelled vehicle

However this part of this exception shall not apply in respect of **Bodily Injury** or loss of or damage to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and **You** are not entitled to indemnity under any other insurance or indemnity
 - (b) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
3. caused by any **Goods** after they have ceased to be in **Your** custody or control other than food or drink for consumption on **Your Premises**
4. caused by or arising from
 - (a) advice design or schedule given for a fee
 - (b) professional services rendered
by **You** or on **Your** behalf

SETTLEMENT OF CLAIMS

In the event of accidental **Bodily Injury** happening during the **Period of Insurance** to any person and/or accidental loss of or damage to **Property**

- (a) in the **United Kingdom** and offshore installations within the continental shelf around the **United Kingdom**
- (b) elsewhere in Europe but only in connection with the **Business** carried on by **You** at or from any premises situated in the **United Kingdom**
- (c) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **Employees** ordinarily resident in the **United Kingdom**

We will pay for

- (i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**
- (ii) **Costs**

SPECIAL CONDITIONS

- (1) Maximum Payable

The most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants and inclusive of **Costs**

EXTENSIONS

1. Defective Premises

We will indemnify **You** against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by **You**

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

2. Leased Premises

We will indemnify **You** against legal liability for loss of or damage to premises or fixtures or fittings thereof which are leased to **You**

However this indemnity shall not apply in respect of liability for

- (a) loss of or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the first £250 of such loss or damage caused otherwise than by fire or explosion

3. Non-Owned Vehicles Used in the **Business**

We will indemnify **You** in respect of legal liability for **Bodily Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the property of nor provided by **You** being used in connection with the **Business**

However this indemnity shall not apply in respect of

- (a) loss of or damage to any such vehicle
- (b) **Bodily Injury** or loss of or damage to **Property** while such vehicle is being driven
 - (i) by **You** or
 - (ii) with the general consent of **You** or of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- (d) a vehicle being used outside the **United Kingdom**

4. North American Public Liability

We will indemnify **You** against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** happening anywhere within the United States of America or Canada but only in connection with the **Business** carried out by **You** at or from **Your Premises** within the **United Kingdom** and provided that **We** will not indemnify **You** against liability in respect of **Pollution**

5. Obstruction and Loss of Amenities etc

We will indemnify **You** against legal liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

6. Car-Parks

Notwithstanding Exclusion 2.(a) of this section **We** will indemnify **You** in respect of legal liability for loss of or damage to any motor vehicle its contents or accessories whilst such vehicle is in or on any car-park owned or operated by **You** in the course of the **Business**

Provided that

- (a) such motor vehicle its contents or accessories are neither owned hired nor borrowed by or on behalf of **You**
- (b) the indemnity granted shall not apply to the first £100 of damages costs or expenses for loss of or damage to any one motor vehicle its contents or accessories and **You** will be responsible for such amount and reimburse **Us** for sums which **We** shall pay in respect thereof
- (c) the most **We** will pay for all sums payable by **You** is £50,000 in respect of any one motor vehicle its contents or accessories

7. Cloakrooms

Notwithstanding Exclusion 1.(a) of this section **We** will indemnify **You** in respect of legal liability for loss of or damage to **Property** deposited in any cloakroom owned or operated by **You** in the course of the **Business**

Provided that

- (a) such **Property** is neither owned hired nor borrowed by **You** or on **Your** behalf
- (b) the most **We** will pay for all sums payable by **You** is £1,000 in respect of any one article

SECTION 2B : PRODUCTS LIABILITY

The **Schedule** shows if this section is operative

EXCLUSIONS

For Section 2C only the following additional exclusions apply

This section will not indemnify **You** against liability caused by or in connection with any **Goods** which

1. to **Your** knowledge are sold supplied erected repaired altered treated or installed by **You** in or for delivery or use in the United States of America or Canada
2. are sold supplied erected repaired altered treated or installed in or for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes
3. are in **Your** custody or control

SETTLEMENT OF CLAIMS

In the event of accidental **Bodily Injury** happening during the **Period of Insurance** to any person and/or accidental loss of or damage to **Property** happening anywhere in the world and caused by any **Goods**

We will pay for

- (i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**
- (ii) **Costs**

SPECIAL CONDITIONS

- (1) Maximum Payable

The most **We** will pay in respect of any one period of insurance is the limit of indemnity stated in the **Schedule** inclusive of **Costs**

EXTENSIONS TO SECTION 2 : LIABILITIES

1. Contractual Liability and Indemnity to Principal

Notwithstanding the provisions of Exclusion 1. to this section **We** will indemnify **You** against liability in respect of **Bodily Injury** or loss of or damage to **Property** as follows

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will indemnify **You** against liability assumed by **You** and the Principal in like manner to **You** in respect of the liability of the Principal where liability arises out of the performance by **You** of such contract or agreement

Provided that

- (a) the conduct and control of claims is vested in **Us**
- (b) the Principal shall observe fulfil and be subject to the terms of this section so far as they can apply
- (c) the indemnity shall not apply in respect of liquidated damages or under any penalty clause
- (d) where indemnity is granted to any Principal **We** will treat each Principal and **You** as though a separate policy had been issued to each of them
- (e) nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

For the purpose of this extension Principal means the other party to a contract or agreement for which **You** are undertaking work or services or providing **Goods** where such party is responsible for setting out the terms of the contract or agreement

2. Cross Liabilities

If **Your** name in the **Schedule** comprises more than one party **We** will treat each party as though a separate policy had been issued to each of them however nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

3. Sudden and Unintended **Pollution**

Notwithstanding the provisions of Exclusion 4.(e) of this section **We** will indemnify **You** under Section 2A or Section 2B against legal liability in respect of either **Bodily Injury** or loss of or damage to **Property** caused solely by **Pollution** which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance**

Provided that

- (a) all **Pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- (b) **We** will not indemnify **You** under this extension against any liability in respect of **Pollution** happening anywhere in the United States of America or Canada
- (c) nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

4. Costs in Addition

- (a) the limit of indemnity under Section 2A and Section 2B is extended to cover **Costs** in addition to the maximum payable under each section
- (b) this extension does not apply to any liability or **Costs** arising from or in relation to the United States of America or Canada. The limit of indemnity in relation to any such claims remains as set out in the **Schedule** which is the maximum payable inclusive of all **Costs**
- (c) where **We** exercise our discretion to pay to **You** or on **Your** behalf the limit of indemnity or lesser sum in settlement of a claim **We** will pay **Costs** in addition

However where **Your** liability (prior to accounting for any **Costs**) exceeds the limit of indemnity applicable to either section **Our** liability for **Costs** is limited to a proportion of the total **Costs**. The proportion shall be that which the limit of indemnity as stated in the **Schedule** bears to **Your** total liability (prior to accounting for any **Costs**) for such claim

5. Deductible : Public Liability **Property** Damage

We will not indemnify **You** under Section 2A for the amount shown in the **Schedule** in respect of loss of or damage to **Property** and **You** shall reimburse **Us** for all sums which **We** pay in respect thereof

6. North American Products

Notwithstanding Exclusion 1. to Section 2B and subject to the limit of indemnity under that section not being increased

We will indemnify **You** under Section 2B against legal liability in respect of

(a) accidental **Bodily Injury** to any person or

(b) accidental loss of or damage to **Property**

happening anywhere within the United States of America or Canada

(i) during the **Period of Insurance** and

(ii) caused by any **Goods** which to **Your** knowledge are sold supplied erected repaired altered treated or installed by **You** in or for delivery or use in those territories

However **We** will not indemnify **You** against liability directly or indirectly caused by or contributed to by or arising from **Pollution**

Furthermore notwithstanding the provisions of Extension 1. to Section 2 (Contractual Liability and Indemnity to Principal) **We** will not indemnify **You** under this extension against liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

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