

### Ardonagh Group Endorsement

The following endorsements apply to Sections of this Policy where specified as operative in the Schedule.

#### **PROPERTY SECTION (if selected)**

Property: Basis of Settlement, Average Waiver

Paragraph 2 is amended to read as follows:

2. You obtained the valuation report no more than three years before the Damage:
  - a. by instructing a suitably qualified and experienced professional member of the Royal Institute of Chartered Surveyors to undertake an appropriate valuation of the Premises and apply the relevant recommendations in the current edition of the RICS guidance note Reinstatement Cost Assessment of Buildings; or
  - b. from Rebuild Cost Assessment Ltd following submission by You of full details to permit calculation of an accurate valuation.

Property: Extensions, Capital Additions is deleted and replaced with the following.

#### **Capital Additions**

We shall pay for Insured Damage to any:

1. alterations, additions or improvements to the Buildings, Tenants Improvements and Contents but no appreciation in value thereof;
2. newly acquired or newly occupied Premises provided they are not otherwise insured.

Provided that:

1. at any one Premises, this extension shall not exceed 10% of the Sum Insured under the relevant item or £1,000,000 in the aggregate, whichever is the lesser;
2. You shall advise Us:
  - a. within 60 days in respect of any such alterations, additions or improvements;
  - b. as soon as practicable of any newly acquired or newly occupied Premises.

You will pay the appropriate additional premium required from inception of such additional cover and amounts declared shall be added by endorsement to the Sum Insured by the relative item whereupon these provisions shall be fully reinstated.

Property: Extensions, Emergency Services is deleted and replaced with the following.

### **Emergency Services**

We shall pay for Insured Damage to Property Insured Caused By the police, fire or ambulance service while attending to an emergency at the Premises.

Our total liability under this Extension will not exceed £50,000 any one claim, being additional to the Sums Insured.

Property: Extensions, Loss of Metered Utilities is deleted and replaced with the following.

### **Loss of Metered Utilities**

We shall pay charges for which you are responsible if Insured Damager causes electricity, gas, oil or water to be accidentally discharged from a metered system which services the Premises.

We will not pay:

1. for a loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage;
2. for Damage Caused By theft by any person legally on the premises;
3. more than £50,000 in respect of any one claim.

Property: Extensions, Trace and Access is amended as follows:

Our liability under this Extension is increased from £25,000 to £50,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

The following are added to the Property: Extensions.

### **Exhibition Sites**

We shall pay for Insured Damage to Property whilst temporarily at any exhibition site and whilst in transit thereto or therefrom but excluding:

1. Damage Caused By theft unless involving forcible and violent entry to or exit from the exhibition premises;
2. the first £500 of each and every loss.

Our total liability under this Extension will not exceed £50,000 in any one Period of Insurance.

### **Property at Third Party Locations**

We shall pay for Insured Damage to Property whilst temporarily stored within the buildings at any third party location, other than any exhibition site, but excluding:

1. Damage Caused By theft unless:
  - a. involving forcible and violent entry to or exit from buildings at the temporary location; and
  - b. the security to the buildings at the temporary location meets at least Security (Level 1) shown under the Your Obligations Section;
2. Damage Caused By theft from buildings constructed wholly or substantially of timber or portable buildings;
3. the first £500 of each and every loss.

Our total liability under this Extension will not exceed £100,000 in any one Period of Insurance.

#### **BUSINESS INTERRUPTION SECTION**

**Applicable if this Section specified as operative and the Basis of Settlement shown in the Schedule is either Gross Profit, Estimated Gross Profit, Gross Revenue or Estimated Gross Revenue**

Business Interruption: Extension Events (Damage) **Customers and Suppliers** is amended as follows:

Our liability per claim under this Extension Event will not exceed the amount specified for this Extension in the Schedule or, if no amount is stated, the lesser of £500,000 or 10% of the Sum Insured.

Business Interruption: Extension Events (Damage) **Property Away from the Premises** is deleted and replaced with the following:

#### **Property Away from the Premises**

Damage to Property within the Territorial Limits which You own or for which You are responsible whilst:

1. at a location where You are carrying out work pursuant to a contract or agreement;
2. at a location where You are exhibiting goods;
3. stored in premises which You do not wholly or partly occupy;
4. being worked by a third party at its own premises; and/or
5. in Transit.

Our liability per claim under this Extension Event will not exceed the amount specified for this Extension in the Schedule or, if no amount is specified, the lesser of:

1. £250,000 or 10% of the Sum Insured in respect of 1. to 4. above;
2. £500,000 or 10% of the Sum Insured in respect of 5. above.

**PROPERTY SECTION (if selected) AND OR BUSINESS INTERRUPTION SECTION (if selected)**

The following are added to the Property: Extensions and Business Interruption: Settlement Conditions (as applicable).

**Claims Preparation Costs**

Definitions for this clause:

**Claims Preparation Costs**

All fees, costs and expenses necessarily and reasonably incurred;

1. by You, or on Your behalf; and
2. with Our agreement

for the investigation, preparation, quantification, presentation, certification, verification and/or negotiation of a Specified Claim.

**Specified Claim**

A claim under the Property and/or Business Interruption Sections:

1. in excess of £50,000; and
2. for which We have accepted liability.

Notwithstanding General Conditions: Claims Conditions – Your Obligations, We shall pay Claims Preparation Costs for Specified Claims.

It is noted and agreed that You shall have the option of appointing the following consultants on a direct basis:

1. Thompson & Bryan (UK) Ltd, Loss Adjusters; or
2. Other nominated consultants or professionals as may be acceptable and approved by Us at the start of the Period of Insurance.

We shall not pay more than £100,000 for all Claims Preparation Costs arising in any one Period of Insurance, being additional to the Sums Insured.

We shall have the right to review and audit all timesheets and invoices submitted.

**LEGAL LIABILITIES SECTION (if selected)**

Liability: Extensions **Court Attendance** is restated as follows:

If We require any of the following people to attend court as a witness Connected With a claim which is insured by this Section, We shall pay for each day on which attendance is required:

1. Your directors or partners: £1,000
2. Your Employees: £500

Liability: Conditions, Costs and Expenses is restated as follows:

**Costs and Expenses**

We shall pay Costs and Expenses provided that:

1. the alleged offence giving rise to the proceedings occurred in the course of Business during the Period of Insurance and within the Territorial Limits;
2. the proceedings are brought within the Territorial Limits;
3. the injury or death or offence has caused a civil claim to be made against You which is insured by this Section, or may cause a Claim to made against You in the future.

Our liability for all such Costs and Expenses payable in any one Period of Insurance will not exceed:

1. In relation to proceedings relating to any alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation, the lesser of £5,000,000 (which will form part of the Indemnity Limit) or the Indemnity Limit; or
2. In relation to proceedings relating to all other offences, the lesser of £5,000,000, (which will form part of the Indemnity Limit) or the Indemnity Limit.

We shall not pay for the Costs and Expenses of:

1. proceedings Connected With the deliberate act or omission of You or an Employee;
2. proceedings relating to improvement or prohibition notices, remedial or publicity orders or steps required to be taken by such orders; or
3. public inquiry.

We shall not pay for costs which You are ordered to pay to a prosecution authority.

**Public Liability sub-Section (if selected)**

Public Liability: Insuring Clauses, Terrorism, is deleted and replaced with the following.

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**Terrorism**

Notwithstanding the General Exclusion for Terrorism, this sub-Section will cover Injury Caused By Terrorism.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence is £5,000,000, or the Indemnity Limit, whichever is the lesser.

**Product liability sub-Section (if selected)**

The following is added to Product Liability: Insuring Clause.

**Terrorism**

Notwithstanding the General Exclusion for Terrorism, this sub-Section will cover Injury Caused By Terrorism.

The maximum We shall pay, including Costs and Expenses, for all claims or series of claims (regardless of the number of claimants) in any one Period of Insurance will not exceed £5,000,000, or the Indemnity Limit, whichever is the lesser.

Subject otherwise to the terms conditions and limitations of the Policy.

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