



AXA Insurance UK plc  
 AXA Commercial - Birmingham  
 PO Box 7061  
 WILLENHALL WV1 9ZQ

Arthur J Gallagher Insurance Brokers Ltd  
 Custom House  
 The Waterfront  
 Brierly Hill  
 West Midlands DY5 1XH  
 3A/000003  
 Agency: BM 0486814 Agency Policy: SP 0008772856

Form No.....: LG  
 Underwriter....: LG  
 Date of Issue...: 30/01/24  
 Effective Date..: 5/03/24  
 Renewal Date...: 5/03/25  
 Renewal Premium: £5431.39  
 (excluding Insurance Premium Tax)

**SCHEDULE: Business Plan Plus**

Policy No.: BM COM 7048870

Insured...:  
 Manchester Stairs Ltd

Unit 9b  
 Kayley Industrial Est, Katherine Street  
 Ashton under Lyne  
 Lancashire OL7 0AL

Business...: Manufacturer of wooden stairs

Insurance Premium: £5431.39  
 Insurance Premium Tax: £651.77  
 Total Amount Payable: £6083.16

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. Notice to Policyholders

The Insurance Act 2015

The Insurance Act 2015 introduced a number of reforms effective from 12th August 2016. This notice contains the following endorsement which is incorporated into and forms part of the policy.

Endorsement

INSURANCE ACT CHANGES TO POLICY CONDITIONS

The insurance provided by this policy is subject to the following clauses which will override and replace any conditions in the policy to the contrary.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

Application of Warranties

1. Any reference in the policy to the proposal form/statement of fact/information provided, as being the basis of the contract is



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removed.

2. Any term which uses the word "warranty" or "warranted" wherever it may appear in your policy shall be construed as a suspensory condition. This means that we will have no liability under the policy to indemnify you after the term has been breached until the breach is remedied by you.

#### Conditions Precedent

We will not rely on breach of a condition precedent to decline a claim if that condition was designed to reduce a loss of a particular kind at a particular location and/or at a particular time and you are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### Fraudulent claims

If any fraud is committed by you in relation to a claim under the policy then we will not pay that claim. We also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

#### Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal. If you do not comply with this condition then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums, or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and we would not have provided cover had you made a fair presentation, then we can elect to make your policy void and return your premium or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then we can:
  - a reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you made a fair presentation.
- 4 Where we elect to apply one of the above then
  - a if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.
  - b we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
  - c we will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of

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renewal  
depending on when the failure to make a fair presentation occurs.

#### Sanctions laws

The Sanctions condition below is also applied your policy by the following endorsement which is incorporated into and forms part of the policy. This has been introduced to all policies and relates to legal sanction, prohibition or restriction under United Nations resolutions.

#### Endorsement

##### Sanctions condition

The insurance provided by this policy is subject to the following clause.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

With effect from your renewal date this contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

#### 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

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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).

#### **Business Plan Plus - Casualty Section**

Important notice for Legal expenses

Your Data Protection cover under the Legal expenses section of this policy, has changed. Also, as a result of changes introduced by GDPR, we have added a Data Protection condition to your Legal expenses section. Please see endorsements below for full wording.

#### **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.

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Sections_in_Force	Annual_Premium
Business Plan Plus - Property	£1,865.05
Business Plan Plus - Casualty	£3,566.34

**BUSINESS PLAN PLUS - PROPERTY SECTION**

**Section 1 - Buildings and Contents**

The values shown below represent the Declared Values at risk for each location shown. The maximum liability of the Company in respect of any item declared below under this Section however is as stated within the policy namely, £3,000,000 in respect of Buildings covered under Column 1 and £2,000,000 in respect of Contents, Stock and any Miscellaneous items covered under Columns 2,3, and 4.

**Property Insured**

Item Description	Column 1 Buildings*	Column 2 Contents*	Column 3 Stock & Materials*	Column 4 Miscell- aneous*
	£	£	£	£
<b>Location 1 - Unit 9b, Kayley Industrial Est, Katherine Street Ashton under Lyne, Lancashire OL7 0AL</b>				
1.0 Workshop(s) occupied by You	-	45419	47745	-
2.0 Computer Office Equipment	-	3245	-	-

\* A full explanation of this is detailed in the BUSINESS PLAN PLUS - POLICY

**Section 2 - Business Interruption**

The value shown below in respect of Gross Profit is the Declared Value at risk. The maximum liability of the Company under this section however is as stated within the policy namely, £2,000,000 unless stated otherwise.

Description	Sum Insured
<b>Location 1 - Unit 9b, Kayley Industrial Est, Katherine Street Ashton under Lyne, Lancashire OL7 0AL</b>	
Gross Profit - Indemnity Period 12 months	£583,961
Accounts Receivable	£135,000

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**Endorsements applicable to all locations**

**DA5 PREVENTION OF ACCESS**

This cover amendment clause replaces any Prevention of Access Extension Clause applicable to Section 2 Business Interruption of this Policy from the Effective Date shown in the Schedule

For the purposes of this Clause the following Definitions apply

**Definitions**

Premises shall mean the premises shown as insured in the Schedule

Insured Perils shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom theft earthquake storm flood escape of water from any tank apparatus or pipe leakage of oil from any fixed heating installation impact by any road vehicle or animal

The Prevention of Access Clause is restated as follows

**Prevention of Access Clause**

The Company shall indemnify the Insured for any loss insured by this Section during the Period of Insurance resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage by the Insured Perils to property within a 1 mile radius of the Insureds Premises which prevents or hinders the use of the Insureds Premises or access thereto whether the Insureds Premises or property is damaged or not

The definition of Incident under Policy Definitions extends to the cover provided by this Clause

Provided that

- a) these Insured Perils are insured under Section 1 Buildings and Contents of this Policy in respect of the Insureds Premises
- b) the insurance provided by this Clause in any one Period of Insurance shall only apply for a maximum of 12 weeks in total starting with the prevention or hinderance of use or access and ending after 12 weeks during which time the results of the Business shall be affected in consequence thereof
- c) the maximum amount payable for any one claim and in any one

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Period of Insurance shall not exceed £500,000 irrespective of the number of Premises insured

- d) the Reinstatement of Sum Insured Clause shall not apply in respect of this Clause

The Company shall not be liable for

- i. any loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity gas water or telecommunications services which prevent or hinder the supply of such services
- ii. any incident involving interference or interruption with the Business that is less than 12 hours duration

#### DC5 MURDER SUICIDE OR DISEASE EXTENSION 2021

This cover amendment clause replaces any Murder Suicide or Disease Extension Clause applicable to Section 2 Business Interruption 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 as insured in the Schedule

The Company shall indemnify the Insured for any consequential loss insured by this Section during the Period of Insurance resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence 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. Diphtheria
- vi. Dysentery caused by Shigella





- vii. Legionellosis
- viii. Legionnaires' Disease
- ix. Malaria
- x. Measles
- xi. Meningococcal Infection
- xii. Mumps
- xiii. Ophthalmia Neonatorum
- xiv. Paratyphoid fever
- xv. Bubonic, Septicemic and Pneumonic Plague
- xvi. Rabies
- xvii. Rubella
- xviii. Tetanus
- xix. Tuberculosis
- xx. Typhoid Fever
- xxi. Whooping Cough
- xxii. Yellow Fever

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

2 murder or suicide at the Insureds Premises

3 bodily injury (excluding illness disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the Insureds Premises

4 the discovery of vermin or pests in the building(s) at the Insureds

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Premises that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of the Insureds Premises by order of a public authority as a result of an accident causing a defect in the drains toilets or sinks at the Insureds Premises

The Company shall not be liable for:

- (a) any costs incurred in the cleaning repair replacement recall or checking of the property insured
- (b) any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond the Insureds Premises or by vermin or pests being discovered in a wider geographical area beyond the building(s) at the Insureds Premises
- (c) any incident involving interference or interruption with the Business that is less than 12 hours

Any Disease or Coronavirus Exclusion shall apply to this Murder Suicide or Disease Extension Clause except that Communicable Disease shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this Clause the pathogens which cause them or bacterial food poisoning provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic

The maximum indemnity period under this Clause shall be 12 weeks in any one Period of Insurance during which the results of the Business shall be affected in consequence thereof commencing from the date of

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

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- iv) the order of the public authority (in relation to clause 4 of this Clause)

Provided the liability of the Company will not exceed the lower of a) the maximum indemnity period of 12 weeks or b) £25,000 or c) 25% of the Gross Profit Declared Value at Risk in any one Period of Insurance irrespective of the number of Premises insured the Reinstatement of Sum Insured Clause shall not apply in respect of this Clause

For the purposes of the cover provided under this Clause adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the loss or which would have affected the Business had the loss not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss would have been obtained during the relative period after the incident

#### DE5 DISEASE EXCLUSION

This endorsement applies from the Effective Date shown in the Schedule

The following is added to Policy Exclusions and any existing Coronavirus or Disease Exclusion applicable to the Sections detailed below is deleted and replaced with the following Disease Exclusion

- Section 1 Buildings and Contents
- Section 2 Business Interruption
- Section 3 Selected All Risks
- Section 7 Goods in Transit

1. Notwithstanding any provision to the contrary within this Policy these Sections exclude any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto
2. Subject to the other terms conditions and exclusions contained in this Policy these sections will cover physical damage to property insured and any Time Element Loss directly resulting therefrom where such physical damage or Time Element Loss is covered by the Policy and is directly caused by or arising from any of the following perils: fire lightning explosion aircraft or other aerial devices or articles dropped therefrom or impact by any road vehicle or animal storm earthquake flood subsidence landslip landslide riot riot attending a strike civil commotion

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vandalism and malicious persons theft escape of water from any tank apparatus or pipe leakage of oil from any fixed heating installation

#### Definitions

##### Communicable Disease

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

1. the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
2. the 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 and
3. the disease substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property

##### Time Element Loss

Time Element Loss means business interruption contingent business interruption or any other consequential losses

#### **EE5 ESSENTIAL EMPLOYEES**

This cover amendment clause replaces any Essential Employees Extension Clause applicable to Section 2 Business Interruption of this Policy from the Effective Date shown in the Schedule

The Company will indemnify the Insured for any loss insured by this Section resulting from interruption of or interference with the Business as a result of

- 1 a death of an Employee except due to illness
- b permanent total disablement arising out of bodily injury except due to illness which in the opinion of an independent medical officer will in all likelihood prevent the Employee from carrying





out their usual employment or usual occupation for the remainder of their life

- 2 The Insureds Employee winning a prize on the national lottery premium bonds or football pools provided that their win exceeds £100,000

but excluding losses where the Insureds Employee

- a has been employed by the Insured for a period of less than 12 months
- b has served notice or has been served notice of termination of their employment prior to the incident
- c has been absent from work through sickness disability or suspension for a period of 4 weeks at the time of their win

This Extension Clause will only apply from the date of the death or permanent total disablement or lottery win premium bond win or football pools win for the Insureds employee and end a maximum of 12 weeks after this date

The Companys liability will not exceed the amount of loss resulting from interference or interruption to the Insureds Business for up to a maximum of 12 weeks in any one Period of Insurance

For the purposes of the cover provided under this Clause adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the loss or which would have affected the Business had the loss not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the loss would have been obtained during the relative period after the loss

#### **E71 ELECTRONIC RISKS EXCLUSION**

This endorsement is added and replaces any previous Electronic Risks Exclusion applicable to the Sections of this Policy detailed below from the Effective Date shown in the Schedule

Under Policy Exclusions applicable to Section 1 - Buildings and Contents and Section 2 - Business Interruption Exclusion 22 is deleted and restated as follows

The insurance by these Sections does not cover

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

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- 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 or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

For the purpose of this Section Exclusion the following Definitions apply

#### Definitions

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

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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

Under Policy Exclusions applicable to Section 3 - Selected All Risks

Exclusion 10 is deleted and restated as follows

This Section does not cover

10 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

For the purpose of this Section Exclusion the following Definitions apply

Definitions

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

Under Policy Exclusions applicable to Section 7 - Goods in Transit

Exclusion 8 is added and stated as follows

This Section does not cover

8 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

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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

For the purpose of this Section Exclusion the following Definitions apply

#### Definitions

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

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**PU5 FAILURE OF PUBLIC SUPPLY**

This cover amendment clause replaces any Failure of Public Supply Extension Clause applicable to Section 2 Business Interruption of this Policy from the Effective Date shown in the Schedule

For the purpose of this Clause the following Definitions apply

**Insured Perils**

Fire lightning explosion aircraft or other aerial devices or articles dropped therefrom theft malicious persons accidental damage earthquake storm flood escape of water from any tank apparatus or pipe leakage of oil from any fixed heating installation impact by any road vehicle or animal

The Company will cover the Insured for any loss insured by this Section resulting from interruption of or interference with the Insureds Business caused by the accidental failure of

1. The public electricity supply at the Insureds suppliers generating station or sub station
2. The public gas supply at the Insureds suppliers land based premises
3. The public water supply at the Insureds suppliers waterworks or pumping station
4. The public telecommunications services at the Insureds suppliers land based premises

from which the Insured obtains electricity gas water or telecommunications services provided that the Insureds supplier is situated within the Territorial Limits where such accidental failure is a direct result of damage caused by an Insured Peril.

After the application of all other terms and conditions of this Section the most the Company will pay for any one claim and in total during any one Period of Insurance is £500,000

The definition of Incident under Policy Definitions extends to the cover provided by this Clause

The Reinstatement of Sum Insured Clause shall not apply in respect of this cover.

The insurance provided by this cover in any one Period of Insurance

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shall only apply for the period starting with the accidental failure(s) of supply or service at the Insureds Premises and ending after 12 weeks in total during which time the results of the Insureds Business are affected regardless of the number of Incidents or number of the Insureds suppliers affected during the Period of Insurance or the number of Premises insured

The Company will not cover

a any failure

i which does not involve a cessation of supply for at least a period of 12 hours

ii due to an excluded cause

b loss resulting from failure caused by

i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services

ii. strikes or any labour or trade dispute

iii. solar flare or other atmospheric or weather conditions but the Company will cover failure due to accidental damage to equipment caused by these conditions

In any action lawsuit or other proceedings or where the Company allege that any loss resulting from damage is not covered by this Section it will be the responsibility of the Insured to prove that they are covered

#### **TX1 TERRORISM EXCLUSION**

##### **TERRORISM DEFINITION AMENDMENT**

Under Policy Exclusions applicable to Section 1 - Buildings and Contents Section 2 - Business Interruption and Section 3 - Selected All Risks The Definition of Terrorism under the Terrorism Exclusion is restated as shown below from the Effective Date shown in the Schedule

##### **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 Majestys 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 or influencing by force or violence of any government de jure or de facto

**TX2 Terrorism Exclusion - Section 7 Goods in Transit**

Under Policy Exclusions applicable to Section 7 - Goods in Transit exclusion 8 is added as follows

The insurance by this Section does not cover

a) loss damage cost or expense of whatsoever nature directly or indirectly resulting from or in connection with

i) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

ii) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

b) loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

i) riot civil commotion and (except in respect of DAMAGE or CONSEQUENTIAL LOSS by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons

ii) 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 Majestys 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 or influencing by force or violence of any government de jure or de facto

**WR1 WAR RISKS EXCLUSION**

Under Policy Exclusions General - All Sections except Section 5 - Employers Liability Exclusion 1 the War risks exclusion is deleted and replaced with the following in respect of Section 1 - Buildings and Contents, Section 2 - Business Interruption and Section 3 - Selected All Risks only from the Effective Date shown in the Schedule

The insurance by these Sections does not cover

1 loss or destruction or damage or consequential loss or 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

**X10 EXCESS AMENDMENT CLAUSE**

Exclusion 1 Section 1 -Buildings and Contents Section 2 -Business Interruption is deleted and replaced with the following

In respect of Section 1 the amount shown below after the application of the condition of Average in respect of

	Amount Excluded
1) DAMAGE by fire lightning explosion aircraft riot civil commotion strikers locked out workers persons taking part in labour disturbances or earthquake	£400
2) DAMAGE by theft or attempted theft	£400
3) DAMAGE by flood	£400
4) All other insured DAMAGE	£400

Exclusion 1 Section 3 -Selected All Risks is deleted and replaced by The first £350 of each claim

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013 WASTE REMOVAL WARRANTY CLAUSE

In respect of Section 1 (Building & Contents) it is warranted that all trade refuse is swept up and bagged every night and removed from the Premises at least once a week

BUSINESS PLAN PLUS - CASUALTY SECTION

Section 4 - Public and Products Liability

Limit of Indemnity £5,000,000

Section 5 - Employers Liability

Limit of Indemnity £10,000,000

Section 6 - Personal Accident Operative

Section 7 - Goods In Transit

Event Limit £3,000

Vehicle Sum Insured £3,000

Consignment Limit Not applicable

Section 8 - Legal Expenses

Limit any one claim £50,000

Limit any one period £500,000

Description of Estimates - applicable to Sections 4,5 and 7 (if in force).

Description	Estimate
Clerical work (including commercial travellers and managerial employees who do not engage in manual labour)	£50,000
Manual work	£33,000
Woodworking with power driven machinery	£126,000
Goods sold or supplied	£1,000,000

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## Endorsements applicable to all locations

### CD1 Cyber and data exclusion

The following is added to the Policy Exclusions of this Policy applicable to Section 4 - Public and Products Liability only

The Company shall not be liable for legal liability directly or indirectly caused by contributed to by resulting from or arising out of or in connection with

- a) any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident
- b) loss of use reduction in functionality repair replacement restoration reproduction loss or theft distortion erasure corruption or alteration of any Data including any amount pertaining to the value of such Data.

This exclusion shall not apply to claims

- i) for Injury
- ii) for physical damage to material property
- iii) submitted under the Data Protection Act Extension of Section 4 - Public and Products Liability

directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident.

For the purposes of this endorsement the following definitions shall apply

#### Computer System

Any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet or wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

#### Cyber Act

An unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System





Cyber Incident

- a) Any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System
- b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System

Data

Information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

**D01 Data Protection Act Extension**

Section 4 - Public and Products Liability Data Protection Act 1998 Extension, is cancelled, and replaced by

Data Protection Act Extension

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 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

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- 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.

#### **L02 Data Protection**

Section 8 - Legal Expenses Part 5 Data Protection, is cancelled, and replaced by

##### Part 5 Data Protection

Legal Expenses incurred by Insured as a Data Controller in defending legal proceedings arising out of Data Protection Legislation including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice. The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data as defined in Data Protection Legislation. Provided that any compensation award follows the unsuccessful defence of an action arising out of Data Protection Legislation to which the Company has consented.

#### **L03 Data Protection condition**

Section 8 - Legal Expenses,

The following condition is added to Special Conditions for Claims Settlement Section 8 - Legal Expenses,

##### 4 Data Protection condition

You agree that any information provided to us regarding the insured persons, will be processed by us or the administrator in compliance with the provisions of Data Protection Legislation for the purposes of providing insurance and handling claim(s), if any, which may necessitate providing such information to third parties.

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#### L04 Data Protection definitions

the following definitions are added to this section and will have the same meaning wherever they are used in this section

##### Data Controller

The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

##### Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the claim

#### M01 MANSLAUGHTER COSTS EXTENSION

Applicable only to:

Section 4 - Public and Products Liability

Section 5 - Employers Liability (only applicable if this Section is shown as operative in the Schedule)

The indemnity provided by these Sections 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 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 for each Section stated above 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.

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





AXA Insurance UK plc  
Registered Office  
20 Gracechurch Street  
London EC3V 0BG  
Registration  
England No. 78950

# 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. *BM COM 7048870*

1. NAME OF POLICYHOLDER *Manchester Stairs Ltd*
2. DATE OF COMMENCEMENT OF INSURANCE POLICY *5th March 2024*
3. DATE OF EXPIRY OF INSURANCE POLICY *4th March 2025*

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



## 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.