

EATON GATE

COMMERCIAL

Commercial Combined Policy

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Commercial Combined Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through **Us**.

The Agreement

Your Policy is evidence of a legally binding contract of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

This is **Your Policy** for Commercial Combined insurance which is made up of several documents, which form the contract between **You** and the **Insurer** shown in **Your Schedule**. These documents are:

- ❖ the **Statement of Facts**.
- ❖ this **Policy** wording.
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**.
- ❖ specification of Items/**Property** insured.
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the general terms and conditions and general exclusions. If there is anything You do not understand or You need to change please contact Us immediately

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each section of this **Policy**, the **Schedule**, any **Endorsements** and the definitions, general terms and conditions and general exclusions shall be read as one document.

The **Policy** will provide insurance as described herein for the **Period of Insurance** provided the premium(s) and other charges are paid to and accepted by the **Insurer** on or before the payment date shown in the **Schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The name of **Your Insurer** can be found on the **Statement of Facts**, **Schedule** and certificate of employers' liability insurance (where issued).

Governing Law and Language

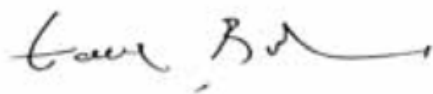
You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise in writing, this **Policy** (including any contractual and non-contractual obligations arising out of or in connection with it) shall be subject to English Law.

Save in respect of the arbitration language set out in this **Policy**, the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

Unless otherwise agreed the contractual terms and conditions and other information relating to this **Policy** will be in English.

For and on behalf of the **Insurers**



Gary Burke. Executive Chairman, Eaton Gate MGU Ltd

Customer complaints

We sincerely hope that **You** will be very happy with **Your Policy**, but **We** do recognise that on rare occasions mistakes can happen and things can go wrong. If **Your** complaint is about advice **You** may have received or the way **Your Policy** was sold to **You** please contact the insurance broker or intermediary firm who arranged **Your Policy**.

If **You** have a complaint about a claim under **Your Policy**, please contact the claims handling agent of **Your Insurer** directly. Their contact details can be found on the **Schedule** on the same numbers used by **You** to report a claim to **Your Insurer**.

Should **You** not be satisfied with the terms of cover provided under **Your Policy** or the service **You** have received please let **Us** know about it as soon as possible so that **We** can put things right and make sure it does not happen again. **You** can contact **Us** using the details set out in the **Schedule**.

If **You** fail to reach **Your Insurer** or its claims handling agent, please contact the Eaton Gate customer services team directly:

- Telephone: 0333 234 1741
- By e-mail: complaints@egmgu.co.uk
- In writing to: Customer Service Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

Details of any internal complaint-handling procedures are available on request.

We try to resolve all complaints internally. However, if **You** remain unhappy with **Our** response to **Your** complaint, or if **We** have not resolved it eight weeks after **You** first told **Us** about it, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

If **You** want the FOS to consider **Your** complaint, **You** must refer it to them within six months of the date of **Our** final response to **You**.

You can contact the FOS at:

- Website: www.financial-ombudsman.org.uk
- Telephone: **0800 023 4567** (Free for people phoning from a "fixed line" (for example, a landline at home).
0300 123 9 123 (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).
- Email: complaint.info@financial-ombudsman.org.uk
- Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

If **You** were sold this product online or by other electronic means and within the **European Union (EU)**, **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

If **You** are unsure whether FOS will consider **Your** complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

Please check **Your Schedule** for any other service provided by **Us** to escalate and/or resolve **Your** complaint

Important Telephone Numbers

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

CALLS MAY BE MONITORED AND RECORDED, AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES.

CLAIMS LINE

[SEE SCHEDULE FOR DETAILS](#)

Please see Making a Claim in the Claims Condition Section of this **Policy**.

ADVICE AND COUNSELING HELPLINES

[SEE SCHEDULE FOR DETAILS](#)

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL SERVICES WEBSITES

[SEE SCHEDULE FOR DETAILS](#)

Your Policy may provide free access to **Our** legal services website to allow **You** to create many online documents and guides which can help **Your Business** with everything from employment contracts and settlement agreements to leases and health & safety statements. Some complex documents that need to be checked by a solicitor may incur a small additional charge.

About Eaton Gate MGU Ltd

Eaton Gate MGU Limited is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Important Information

Data Protection

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** act as **Data Controllers** and **Data Processors** in relation to **Personal Data** that **You** may supply in connection with **Your Policy**. This means that **We** and **Our** agents decide how **Your Personal Data** is processed and for what purposes, as well as process **Your Personal Data**.

For further details on how **Your Personal Data** is used by **Us** and how **We** are **Processing Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our** Privacy Policies or Statements.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf who are **Processing Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Special Category Data** **We** will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate business need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** **Processing Your Personal Data**;
- where **We** are **Processing Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Should **You** wish to exercise any rights regarding **Your Personal Data** or contact **Us**, please write to:

Email: DPO@egmgu.co.uk
Post: The Data Protection Officer, 20 St Dunstan's Hill, London, EC3R 8HL

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

We and **Our** agents are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS:

Website: www.fscs.org.uk
Telephone: 0800 678 1100 or 020 7741 4100
Email: enquiries@fscs.org.uk
Post: The Compensation Scheme, 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU

If **You** telephone FSCS then please have any relevant correspondence to hand.

Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office ("ELTO") and added to an electronic database, (the "ELTO Database"). This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The ELTO Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"): to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies. The ELTO Database will be managed by ELTO. The ELTO Database and the **Data** stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Rights of Third Parties

A person or company who was not party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

This does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

Document management

We or **Our** agents or any other service providers appointed by **Us** may hold documents relating to this **Policy** and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Notification of changes which may affect Your insurance – keeping Us updated

You should keep a complete record of all information **You** supplied to the insurance broker or intermediary firm that arranged **Your Policy** with **Us**, and to **Us** when taking out this **Policy**.

So that **You** understand what **You** are covered for, please read this **Policy** and the **Schedule** (which may make reference to clauses) very carefully. **You** should pay special attention to the General Exclusions, Sectional Conditions and General Terms and Conditions of this **Policy**.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the insurance broker or intermediary firm that arranged **Your Policy** with **Us** immediately.

Duties of Fair Presentation of a Risk under The Insurance Act 2015 before inception of this Policy

You have a duty to make a fair presentation of the risk which is covered by this **Policy** in accordance with the Insurance Act 2015. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any **Statement of Fact** is accurate and complete.

This duty applies prior to the start of the **Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of the **Policy**. If **You** do not comply with this condition then **Your** insurance may not cover **You** fully or at all. Specifically:

- a) if the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premium; or
- b) 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 the **Policy** void and return **Your** premium; or
- c) 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:
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula **We** will divide the premium actually charged by the premium **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
 - ii. treat the **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.
- d) Where **We** elect to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

If You do not comply with Your duty to make a fair presentation of the risk, the failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, reduction of a claim, refusal of a claim or Your Policy being cancelled, and may affect Your ability to gain insurance from other insurers.

We have used the information supplied by **You** to determine the terms on which **We** are prepared to provide the insurance and the premium **We** require. It is therefore extremely important that **You** check the **Statement of Facts**, the other documents comprising **Your Policy** and any other information provided to **Us** most carefully to ensure that **You** have taken care to honestly provide this information and, that to the best of **Your** knowledge and belief, it is accurate, and **You** have made a fair presentation of the risk. If **You** don't, then as described above **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim may be rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance broker.

Duties to provide further information after inception of this Policy

You must also tell **Us** immediately about any facts or changes which affect **Your** insurance, and which have occurred either since the **Policy** started or since the last renewal date.

Should any of the information **You** have provided and which is recorded on the **Statement of Facts** change during the **Period of Insurance**, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

You are also required to update **Us** with any changes to the information set out in the **Statement of Facts** which **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes, **We** may adjust the premium and the terms of this **Policy**. The changes **You** are required to notify **Us** of include but are not limited to the following:

- any change or addition to the contents of the **Property** that results in the need to increase the amounts insured or the limits that are shown on **Your Policy Schedule**;
- any changes to the **Business** description or activities undertaken;
- any change of address;
- if the **Business** ceases to trade.

This is not a full list and if **You** are in any doubt **You** should advise **Us** for **Your** own protection.

If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all. Specifically,

- a) if the failure to tell **Us** about changes is deliberate or reckless **We** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premium; or
- b) if the failure to tell **Us** about changes is not deliberate or reckless and **We** would not have continued to provide cover had **You** told **Us** about the changes then **We** can elect to make the **Policy** void and return **Your** premium; or
- c) if the failure to tell **Us** about changes is not deliberate or reckless and **We** would have issued cover on different terms had **You** told **Us** about the changes then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula **We** will divide the premium actually charged by the premium **We** would have charged had **You** told **Us** about the changes 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
 - ii. treat the **Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** told **Us** about the changes.
- d) Where **We** elect to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

If You do not tell Us about these changes or inaccuracies, this may result in refusal of a claim or Your Policy being cancelled, and may affect Your ability to gain insurance from other insurers.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance broker or intermediary firm. If **You** do not tell **Us** about relevant changes, then as set out above **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker or intermediary firm, before and after inception of the **Policy**.

Fraudulent claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy** and **We** may recover from **You** any sums paid by **Us** to **You** in respect of the claim. **We** may also cancel the **Policy** and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

We may also tell the police about the circumstances of any fraud.

It is important that You check Your records for the information You have provided and notify Us immediately of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, reduction of a claim, refusal of a claim or Your Policy being cancelled.

Cancellation

Cancellation by You

To effect cancellation of **Your Policy**, **You** should contact the firm that arranged **Your** insurance with **Us**.

Cancellation by You during the cooling-off Period

This insurance provides **You** with a cooling-off **Period** to decide whether **You** wish to continue with this insurance. The cooling-off **Period** is for 14 days from the date **You** receive **Your Policy** documentation.

If a **Period** of less than 14 days has elapsed since **You** received **Your Policy** documentation, and **You** have not made a claim, **You** have the right to cancel the **Policy** and receive a refund of the premium **You** have paid:

- if at the date of cancellation **Your Policy** has not yet commenced, **You** will receive a full refund of the premium **You** have paid from **us**; or
- if **Your Policy** has already commenced, **You** will receive a refund of premium from **us**, equivalent to the unexpired **Period** of **Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

Cancellation by You – after the cooling-off Period

If **You** have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**, **You** will receive a refund of premium from **us** equivalent to the unexpired **Period of Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

If **You** are paying the annual premium by monthly instalments, no further premiums will be collected from **You** once the firm that arranged **Your** insurance with **Us** received notice of cancellation from **You**, provided there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**.

If **You** are cancelling the **Policy** and there has been a claim or incident likely to result in a claim in the current **Period of Insurance** the full annual premium must be paid by **You**. Cancellations will not be backdated.

Cancellation by Us

We have the right to cancel **Your Policy** at any time if there is a valid reason. **We** may cancel this **Policy** by giving either **You** or the firm that arranged **Your** insurance with **Us** 7 days written notice by post or e-mail.

We will return to **You** a refund of premium equivalent to the unexpired period of cover on a pro rata basis. **We** will not return any premium if the amount is less than twenty five pounds (£25).

Valid reasons for **Us** to cancel **Your Policy** may include but are not limited to:

- **You** failing to co-operate with **Us** or send **Us** information or documentation as required by the terms of **Your Policy** where this significantly affects **Our** ability to process **Your** claim or deal with **Your Policy**;
- **You** fail to pay the full premium, in which case there shall be no refund of premium.
- **You** fail to comply with **Our** risk improvements or recommendations within the timescales given following a survey of **Your Business**
- **You** provide **Us** with incorrect information and fail to correct this when **We** ask **You** to.
- **Your** circumstances change that mean **You** no longer meet **Our** criteria for providing cover under the **Policy**;

- **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.
- **You** make a fraudulent claim, in which case **We** may choose not to refund the premium, as set out under the heading of fraudulent claims above.

If **You** pay the premium by instalments and an instalment remains unpaid after 7 days, **We** may cancel this **Policy** immediately from the date the last instalment was due.

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in the **Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the **Policy**, except for headings and titles. Each Section of the **Policy** may contain definitions which apply to that Section and they must be read in conjunction with the **Policy** definitions below. Please note that throughout this **Policy** a defined word or phrase will also be in bold text.

Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute or regulation will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Business

Activities directly connected with the business shown in the **Schedule** conducted solely within the **Territorial Limits** including:

- a) the ownership maintenance and repair of the **Premises**;
- b) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
- c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials;
- d) participation in trade shows or exhibitions.

Computer and Electronic Business Equipment

All computers computer installations and operating and embedded systems networks integrated circuits microprocessors microchips hardware any electronic computing and data processing equipment related application software information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing **Data** and/or similar devices whether physical or remotely connected thereto.

Contract

Any contract or agreement entered into by **You** to carry out work in the course of the **Business** whether by virtue of express agreement or otherwise.

Contract Site

The site of the performance of any **Contract** undertaken by **You** within the **Territorial Limits**.

Damage

Accidental material loss, destruction or damage.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instruction.

Data Protection Regulations

Means:

- a) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (including the Data Protection Act 2018) and then;
- b) any successor legislation to the GDPR or the Data Protection Act 2018.

The terms **Data Controller**, **Data Processor**, **Data Subject**, **Processing**, **Personal Data** and **Special Category Data** shall have their respective meanings under the **Data Protection Regulations**.

Denial of Service Attack

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, **Computer and Electronic Business Equipment** or **Data** including but 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.

Employee

Other than Section 9 (Commercial Legal Expenses) means:

- a) any person under a contract of employment, service or apprenticeship with **You** while working for **You** in connection with the **Business**;
- b) any of the following persons whilst working under **Your** supervision or control in connection with the **Business**:
 - i. any person who is hired to or borrowed by **You**;
 - ii. any person engaged in connection with a work experience training or similar scheme;
 - iii. any self-employed person working on a labour only basis;
 - iv. any person engaged by a labour only sub-contractor;
 - v. any labour master or person engaged by them;
 - vi. any volunteer or helper;
 - vii. any person the law deems to be an employee.

Employees’ Personal Effects

Personal possessions belonging to **Your Employees** worn or carried during transit up to a limit of £500 any one person excluding audio visual and telecommunications equipment, bank notes, cash, credit cards, jewellery and watches.

Empty or Disused

Buildings or any part thereof that have become vacant, disused, unfurnished, unoccupied or untenanted or which have not been actively used for a period of more than thirty (30) consecutive days.

Endorsement

Attachments to the **Schedule** that alter the terms or scope of cover under the **Policy** in some way.

Excess

The first amount of each and every claim (as shown in the **Policy**, the **Schedule** or any **Endorsement**) for which **You** are responsible after the application of all other terms and conditions of the insurance including but not limited to any condition of average.

Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a system whether **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**.

Flood

The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding **Storm** and earthquake.

Glass

All fixed glass or polycarbonate substitute and solar glass heating panels including shelves showcases and mirrors.

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by **You** in the course of the **Business**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

Hazardous Trades and Locations

Any work or process in connection with the following trades activities and occupations or at the following locations:

- a) demolition unless such work forms part of a **Contract** undertaken by **You** for rebuilding alteration maintenance or repair;
- b) collieries mines or quarries;
- c) chemical works, gas works, nuclear installations or establishments, oil refineries, petrochemical works, power stations, water treatment plants and bulk oil petrol gas or chemical storage tanks or chambers other than non-manual work;
- d) construction of or any work in or on blast furnaces canals chimney shafts dams docks harbours piers tunnels wharves;
- e) aircraft or any area accessible to aircraft, including runways, taxiways, hangars and aprons;
- f) any vehicle that moves on a railway track or any area immediately adjacent to railway tracks or where a Personal Track Safety (PTS) Certificate is required to gain access or carry out work;

- g) watercraft or underwater;
- h) use of explosives tunnelling or piling work;
- i) removal mining processing manufacturing distribution storage disposal sampling treatment maintenance or repair of **Asbestos** or products made entirely or mainly of **Asbestos**;
- j) construction of bridges and viaducts other than footbridges;
- k) roads where there is live traffic.

Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim.

Insured, You, Your

The person(s) or company named in the **Schedule**.

Insurer, Our, Us, We

The insurance company named in the **Schedule** on whose behalf this insurance document is issued. The **Insurer's** liability is several and each **Insurer** is liable only for the insurance cover provided in respect of that Section indicated under the **Schedule**.

Money

Includes **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Current cash bank and currency notes, uncrossed cheques, giro-cheques, postal orders, money orders or bankers drafts unused, current postage stamps, unaffixed national insurance stamps, national savings and holiday with pay stamps, trading stamps, luncheon vouchers, mobile phone talk vouchers, gift tokens, consumer redemption vouchers, travel tickets, validated tickets or scratchcards for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Non-Negotiable Money

Crossed cheques giro-cheques postal orders money orders bankers drafts giro drafts or warrants unexpired units in franking machines stamped national insurance cards national savings certificates premium bonds credit and debit card sales vouchers and value added tax purchase invoices all belonging to **You** or for which **You** are responsible.

Period of Insurance

The period beginning with the effective date shown in the **Schedule** and ending with the expiry date and any other period for which **We** have accepted **Your** premium.

Policy

The Policy wording, **Statement of Facts**, **Schedule**, any **Endorsements**, any specification of Items/**Property** insured and/or any security requirements.

Premises

The part of the premises at the address or addresses specified in the **Schedule** which **You** occupy own lease or rent for the purposes of the **Business**.

Property

Material property belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Sanitary Fittings

Fixed items of sanitaryware contained in the **Premises**.

Schedule

The schedule details the **Insurers**, which Sections of the **Policy** are operative, and the major sums insured and limits that apply to each of those Sections. The **Schedule** also details the location(s) that are being insured by the **Policy**, the limits of cover and the **Excess** that applies to a claim. Finally, the **Schedule** will show if there are any additional **Endorsements** or extensions of cover applying.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction.

Statement of Facts

This is a record of the statements that **You** made when applying for this insurance.

Storm

Rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing **Damage** caused by water that backs up from a sewer or drain as a direct result thereof, but excluding **Flood** and earthquake.

Terrorism

Any act as defined in the Terrorism Act 2000, whether involving violence or the use of force or not, or the threat or the preparation 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), which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives.

Territorial Limits

The territories and areas detailed in the **Schedule**.

Turnover

The money to be paid or payable to **You** for **Goods** and services rendered in course of the **Business**.

Unattended Vehicle

A vehicle which is either:

- a) out of the direct line of sight of
 - i. the driver;
 - ii. any other able bodied adult carried in the vehicle as part of a conveyance immediately prior to the event giving rise to a claim.

or

- b) within the line of sight of
 - i. the driver;
 - ii. any other able bodied adult carried in the vehicle as part of a conveyance immediately prior to the event giving rise to a claim;

but where, at the time of the event giving rise to a claim, the vehicle is such a distance away so as to reasonably prevent all such individuals from interceding to prevent such an event occurring.

Virus or Similar Mechanism

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 including but 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.

Section 1 – Property Damage

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 1 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Buildings

The buildings of the **Premises** described in the **Schedule**, including:

- a) landlords' fixtures and fittings;
- b) out buildings extensions annexes canopies fixed signs gangways conveniences lamp posts and street furniture;
- c) walls gates and fences;
- d) drains sewers piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility; and
- e) yards car parks roads pavements forecourts all constructed of solid materials.

Contents

Contents belonging to **You** or held by **You** in trust for which **You** are legally responsible including:

- a) machinery plant process equipment trade and office equipment furniture fixtures and fittings;
- b) tenants' improvements alterations and decorations including closed circuit television and security systems;
- c) **Employees' Personal Effects** directors' partners' customers' and visitors' personal effects of every description (other than motor vehicles) not otherwise insured for an amount not exceeding £1,000 in respect of any one person;
- d) **Computer and Electronic Business Equipment**;
- e) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;
- f) wines spirits cigarettes and tobacco held for **Your** own private entertainment purposes up to a limit of £1,000 in respect of any one loss;
- g) gaming, amusement machines, snooker or pool tables, bingo, casino and other entertainment equipment and media;
- h) documents manuscripts and books relating to the **Business** including computer system records but not for the value to **You** of the information contained therein except for the cost of the materials and of clerical labour and computer time expended in reproducing such items up to a limit of £10,000;

but excluding:

- i. landlords' fixtures and fittings;
- ii. **Stock** and materials in trade;

- iii. property more specifically insured.
- iv. any expense in connection with the production of the information to be recorded in documents manuscripts **Business** books or computer system records; and
- v. motor vehicles (and accessories) licensed for road use.

Ground Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Property

Buildings Contents and **Stock** at the **Premises** as described on the **Schedule**. The values shown on the **Schedule** represent the maximum values at risk.

Rent Payable

The amount of the rent payable by **You** in respect of the lease of **Your Premises** within the **Territorial Limits** for the purposes of the **Business**.

Standard Construction

Brick, stone, block, metal or concrete built and roofed with slates tiles, metal, concrete or sheets or slabs composed entirely of incombustible mineral ingredients and plastic or polycarbonate rooflights.

Stock

Stock and materials in trade work in progress and finished **Goods** belonging to **You** or held by **You** in trust for which **You** are legally responsible.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

Cover

| What is Covered | What is not Covered |
|---|---|
| <p>We will indemnify You in accordance with the basis of settlement conditions against Damage to the Property at the Premises described in each item on the Schedule caused by the following insured perils occurring during the Period of Insurance up to the sum insured for each item shown in the Schedule:</p> | <p>Any Property more specifically insured by You or on Your behalf.</p> <p>Indirect Loss of any kind or description.</p> <p>The amount of the Excess shown in the Schedule.</p> |

Insured Perils/Defined Perils

| | |
|---|---|
| <p>1. Fire lightning explosion or earthquake.</p> | |
| <p>2. Impact by aircraft or other aerial devices or articles dropped from them or by any motor vehicle train animal falling tree or branch aerial or mast or satellitedish.</p> | <p>Damage arising from Insured Peril 2:</p> <ul style="list-style-type: none"> a) caused by lopping pruning or felling of trees by You; b) to Glass or Sanitary Fittings; c) resulting from any vehicle, train, drone or |

animal being operated by or in the care, custody and control of **You** or **Your Employees** for activities not forming part of the **Business**.

3. **Storm tempest or Flood.**

Damage arising from Insured Peril 3:

- a) resulting from frost **Subsidence Ground Heave** or **Landslip**
 - b) to moveable **Property** in the open;
 - c) to fences and/or gates;
 - d) to **Glass** or **Sanitary Fittings**.
-

4. Escape of water from any tank apparatus or pipe including **Damage** to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting.

Damage arising from Insured Peril 4:

- a) in respect of any **Building** (or part thereof) which are **Empty or Disused**;
 - b) caused by wet or dry rot rust corrosion or other wear and tear or gradual deterioration;
 - c) caused by mould or toxic mould;
 - d) by leakage of automatic sprinkler installations;
 - e) to **Glass** or **Sanitary Fittings**.
-

5. Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons.

Damage arising from Insured Peril 5:

- a) arising from the cessation of work;
 - b) to **Glass** or by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation;
 - c) in respect of any **Building** (or part thereof) which are **Empty or Disused**;
 - d) caused by **Your Employees**, tenants or any other person lawfully on **Your Premises**.
-

6. Leakage of fuel from any fixed heating installation and beverages from storage containers pipes or apparatus.

Damage arising from Insured Peril 6:

- a) in respect of any **Building** (or part thereof) which are **Empty or Disused**;
 - b) joint leakage failure of welds cracking fracturing collapse or overheating of or bursting by steam pressure of a boiler economiser superheater pressure vessel machine or apparatus in which internal pressure is due to steam only and feed piping in connection therewith belonging to **You** or under **Your** control other than in respect of a boiler used for domestic purposes only;
 - c) change in temperature colour flavour texture or finish.
-

The cost of replacing any fuel or beverages

7. Theft or attempted theft following forcible and violent entry to or exit from the **Premises**.

Damage arising from Insured Peril 7:

- a) in respect of any **Building** (or part thereof) which are **Empty or Disused**;
- b) occurring without forcible and violent entry to or exit from the **Premises**.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there are no items of **Property** insured on the **Schedule** under this section, otherwise cover under this section is extended to include:

What is Covered

What is not Covered

A Damage to cables and underground services

The cost of repair following **Damage** to cables and underground service pipes and drains (and their inspection covers) for which **You** are responsible at the **Premises** and extending to the public mains.

The costs of maintenance.

Damage caused by:

- a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear;
- b) normal **Settlement** or shrinkage;
- c) faulty workmanship defective design or the use of defective materials.

Any amount in excess of £25,000 in respect of any one loss

B Trace and access

The reasonable costs incurred by **You**:

- a) in locating the actual source of **Damage**; and
- b) in respect of any repairs directly arising from (a),

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed heating installation, provided such **Damage** is insured by this Section.

Any amount in excess of £25,000 in any one **Period of Insurance**

C Architects surveyors legal and consulting engineers fees

The reasonable fees necessarily incurred with **Our** consent following **Damage** insured by this Section to reinstate or repair the **Premises**.

Any fees incurred for preparing any claim.

Any fees which have not been provided for in the Sum Insured **You** have declared to **Us**

D Debris removal

The reasonable costs and expenses necessarily incurred with **Our** consent in:

- a) removing debris from the **Premises** and the area immediately adjacent;
- b) dismantling and / or demolishing shoring up or propping of the portion or portions of the **Property** insured as a result of **Damage** insured by this Section.

Any costs or expenses:

- a) arising from pollution or contamination of **Property** not insured by this Section;
- b) more specifically insured.

Any costs and expenses which have not been provided for in the Sum Insured **You** have declared to **Us**

E Damage to signs

Damage to signs whilst fixed on the exterior of or outside and in the vicinity of the **Premises**

Any amount in excess of £10,000 in respect of any one loss

Damage to neon signs

Damage occurring whilst the **Premises** is **Empty or Disused**

F Damage to vending gaming and amusement machines

Damage to vending gaming and amusement machines owned or leased by **You** at the **Premises**

Any amount in excess of £1,000 in respect of any one loss and £5,000 in any one **Period of Insurance**.

Damage occurring whilst the **Premises** is **Empty or Disused**

G European Community and Public Authorities (including undamaged Property and sprinklers)

In respect of the lost, destroyed or **Damaged Property**; and undamaged portions of that **Property**:

- a) the additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with:
 - i. European Community Legislation;
 - ii. building or other regulations under or framed in pursuance of any Acts of Parliament or local or public authority bye-laws.
- b) where **We** require **You** to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which:
 - i. conformed to previous LPC Rules;

Any amount in excess of the sum insured on **Property** that has suffered **Damage**.

In respect of undamaged portions and water supply equipment any amount in excess of 15% of the amount **We** would have been liable to pay had the **Property** been wholly destroyed.

Any costs incurred:

- a) in respect of **Damage** not insured by this Section;
- b) associated with an existing requirement which has to be implemented within a given period;
- c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws;
- d) where notice was served upon **You** before the

- ii. conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this extension not being increased.

Special Condition:

If **Our** liability under this Section apart from this extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in proportion.

Damage occurred.

H Energy performance and sustainable buildings

The reasonable additional cost of reinstatement incurred with **Our** consent to make the following improvements during the reinstatement repair or replacement of the **Premises** following **Damage**:

- a) ecological, environmental and sustainable improvements of the type being incorporated in new buildings of similar use and value within the same vicinity including improvements made in accordance with the BRE Environmental Assessment Method (BREEAM) for the construction of buildings;
- b) improvements to comply with recommendations made under the current Energy Performance Certificate (or local equivalent) for the **Premises**.

Any amount in excess of £50,000 in respect of any one loss

We will not be liable for:

- a) any undamaged portions of the **Buildings**
- b) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof in respect of changes to the **Buildings** by the application of this clause;
- c) any costs incurred in respect of **Damage** not insured by this Section.

I Acquisitions

Any:

- a) newly built or newly acquired **Buildings** or **Contents**
- b) alterations additions and improvements to **Buildings** or **Contents** but not for any appreciation in value;

anywhere in the **Territorial Limits**.

Provided that:

- i) **You** provide the full particulars of such extension of cover as soon as practicable;
- ii) **You** pay any additional premium required;
- iii) **We** reserve the right to vary the terms and conditions of the **Policy** , or decline to

Damage:

- a) to any **Property** for which any contractor is responsible;
- b) to any **Property** otherwise insured.

The appreciation in value of **Buildings** or **Contents**

Any amount in excess of £250,000 or 10% of the sum insured on **Buildings** whichever is the lesser.

Any amount in excess of £50,000 or 10% of the sum insured on **Contents** whichever is the lesser.

provide cover, upon disclosure of such **Property**

J Damage to gardens by Emergency Services

The additional costs of restoring any **Damage** caused to gardens by the Emergency Services in attending the **Premises** as a result of the operation of any insured peril under this Section.

Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

K Contract price

In respect only of **Goods** sold but not delivered for which **You** are responsible subject to a **Contract** which following **Damage** is cancelled by reason of its conditions wholly or to the extent of the **Damage** **Our** liability shall be based on the contract price.

For the purpose of this insurance the value of all **Goods** to which this clause could apply in the event of **Damage** shall also be ascertained on this basis.

L Clearance of drains

The reasonable costs incurred by **You** to clear drains gutters and sewers owned by **You** or for which **You** are responsible as a result of **Damage** occurring to the **Premises**.

Any amount in excess of £25,000 in respect of any one loss.

M Exceptional measures

The additional costs incurred by **You** with **Our** consent in taking reasonable but exceptional measures solely to avoid or mitigate a valid claim under this section provided that:

- a) the potential claim could not have been reasonably foreseen;
- b) the terms and conditions of this section will apply as if **Damage** had occurred.

Any amount in excess of £10,000 in respect of any one loss and £50,000 in any one **Period of Insurance**.

N Fire extinguishment expenses

The reasonable costs incurred by **You** in:

- a) refilling fire extinguishing appliances;
- b) recharging gas flooding systems;
- c) replacing used sprinkler heads;
- d) refilling sprinkler tanks where water costs are metered;
- e) resetting fire and intruder alarms and closed-circuit television equipment;

Any amount in excess of £25,000 in respect of any one loss.

- f) charges **You** have to pay for the services of the fire brigade;

all in consequence of **Damage** insured by this Section.

O Exhibitions

Contents extends to cover the **Property** described for a period not exceeding 15 consecutive days whilst at any exhibition within the **Territorial Limits**.

Any amount in excess of £50,000 in respect of any one loss and £100,000 in any one **Period of Insurance**.

P Glass breakage

We will at **Our** option pay for or make good to **You** any breakage or malicious scratching of internal or external **Glass** being **Your Property** for which **You** are responsible at the **Premises** occurring during the **Period of Insurance** and being in sound condition at the inception of this **Policy**.

Our maximum liability for any one loss shall not exceed £500 for:

- a) repair or replacement of lettering alarm foil or other ornamentation work on **Glass**;
- b) repair or replacement of fixed mirrors.

We will in addition pay for the cost of:

- a) breakage of all **Glass** and **Sanitary Fittings**;
 - b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may without **Our** prior consent instruct builders or glaziers to board up where necessary;
 - c) repair or replacement of lettering alarm foil or other ornamentation work on **Glass**;
 - d) repair or replacement of fixed mirrors; and
 - e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the **Glass** excluding any breakage whilst **Buildings** are **Empty or Disused** and or more specifically insured by **You** or on **Your** behalf.
-

Q Loss of metered water heating oil or gas

The additional metered water heating oil or gas charges incurred by **You** following the loss of metered water or heating oil contained in a fixed installation or gas at the **Premises** following **Damage** as insured by this **Section**.

Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

Any loss which has not been discovered and remedial action taken within 60 days of the occurrence.

Any loss occurring whilst the **Building** is **Empty or Disused**.

We shall not be liable for the first £250 of each and every loss under this extension

R Replacement locks

The costs of changing the safe, strongroom and external door locks at the **Premises** in the event that the keys are:

- a) stolen by forcible and violent entry to or exit from the **Premises** or **Your** home or the home of a Director or **Employee** authorised to hold such keys;
- b) stolen by violence or threat of violence to **You** or a Director or **Your** family or **Employees** authorised to hold such keys;

provided that unless **You, Your** director or **Your Employee** authorised to hold such keys live on the **Premises**, the keys to any safe or strongroom must not be left at the **Premises** when closed for **Business**.

Any amount in excess of £2,500 in respect of any one loss and £25,000 in any one **Period of Insurance**.

We shall not be liable for the first £50 of each and every loss under this extension.

S Sale of Building

If at the time of **Damage** **You** have contracted to sell **Your** interest in any **Building** and the purchase has not been but is later completed the purchaser on completion of the purchase (if and so far as the **Building** is not otherwise insured against such **Damage** by him or on his behalf) shall be entitled to the benefit under this section so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or **Us** until completion.

T Seasonal increase

The sum insured in respect of **Stock** is increased by 30% during the months of November, December and January or for any other period selected by **You** and stated in the **Schedule**.

U Temporary removal

Damage to **Property** (other than **Stock** if insured) whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit to and from the cleaner's renovators or repairers all within the **Territorial Limits**.

Excludes:

- a) **Property** insofar as it is otherwise insured; or
- b) **Property** temporarily removed to motor vehicles and motor chassis licensed for normal road use;
- c) **Damage** or loss due to theft unless kept in a locked building;
- d) **Damage** to **Property** in the open

We shall not be liable for the first £250 of each and every loss under this Extension.

Our liability under this Extension in respect of each item of this Section for any **Damage** occurring elsewhere than at the **Premises** shall not exceed

£50,000 any one claim and £100,000 in any one **Period of Insurance**.

V Temporary removal of documents

Damage to deeds and other documents (including stamps thereon) manuscripts plans and writings of every description systems records and books (written and printed) whilst temporarily removed to any premises not in **Your** occupation and in transit to and from these premises all within the **Territorial Limits**.

Excludes **Property** insofar as it is otherwise insured.

Any amount in excess of £5,000 in respect of any one loss

W Theft or damage to Buildings

If the **Buildings** are not insured by this Section **We** will pay for loss or **Damage** (except for fire) to that part of the **Premises** referred to in the **Schedule** containing the **Property** insured under this Section directly resulting from theft or attempted theft provided that:

Any amount in excess of £25,000 in respect of any one loss and £50,000 in any one **Period of Insurance**.

- a) **You** are the owner of such **Premises** or are legally liable for such loss or **Damage**; and
- b) The loss or **Damage** is not insured by any other policy.

X Tree felling and lopping

We will pay the costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in:

We will not be liable for:

- a) felling lopping and removing trees belonging to **You** or for which **You** are responsible at the **Premises** and which are an immediate threat to the safety of life or of **Damage** to the **Property**;
- b) removing fallen trees belonging to **You** or for which **You** are responsible but only where there has been **Damage** to **Property**.

- a) legal or local authority costs involved in removing trees;
- b) costs incurred solely to comply with a Preservation Order;
- c) costs incurred in respect of routine maintenance;

Any amount in excess of £2,500 in respect of any one loss and £5,000 in any one **Period of Insurance**.

Y Unauthorised use of utilities

We will pay the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **Premises** without **Your** authority provided that the **Premises** have been inspected weekly by a responsible person and **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

Any amount in excess of £25,000 in respect of any one loss and £50,000 in any one **Period of Insurance**.

Z Perishable Goods

We will pay for **Damage** to perishable **Goods** due to deterioration or putrefaction whilst stored only in any **Proprietary Refrigeration Unit** contained in the **Premises** for the purpose of the **Business** caused by:

- a) breakdown or failure of the **Proprietary Refrigeration Unit** which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means;
- b) escape of refrigerant or refrigeration fumes;
- c) accidental failure of the public electricity supply

The following definition applies to this extension and will keep the same meaning wherever it appears in this extension:

Proprietary Refrigeration Unit

Any deep freeze chiller refrigeration cabinet or cold store.

We will not be liable under this extension for:

- a) loss caused by wear, tear, deterioration of the **Proprietary Refrigeration Unit** or other gradually operating cause;
- b) loss occurring in any **Proprietary Refrigeration Unit** which is older than 5 years when this insurance commences unless there is in force in respect of such **Proprietary Refrigeration Unit** a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers;
- c) loss caused by incorrect setting of thermostats or automatic controlling devices;
- d) any **Indirect Loss**;
- e) loss arising from the deliberate act of the public supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes;
- f) **Damage** insured by any other section of this **Policy**;

Any amount in excess of £5,000 in respect of any one **Proprietary Refrigeration Unit** or any amount in excess of £10,000 in respect of any one **Premises**.

Additional Extensions - only operative if shown on the Schedule

All General Exclusions, General Conditions and General Claims Conditions apply to these additional extensions.

If stated in the **Schedule** cover provided by this section is additionally extended to include:

| What is Covered | What is not Covered |
|---|--|
| <p>A Accidental Damage</p> <p>Any other accidental Damage to the Property at the Premises described in each item on the Schedule</p> | <p>Damage caused by or resulting from:</p> <ol style="list-style-type: none"> a) any of the insured perils 1-7 b) any process of cleaning dyeing restoring adjusting or repairing c) wear and tear erosion the action of light or atmosphere frost corrosion rust dampness dryness contamination wet or dry rot mildew mould or toxic mould shrinkage evaporation loss of weight dampness dryness marring scratching moths vermin or insects d) wind, hail, sleet, snow, Flood or dust to boundary walls gates or fences |

- e) **Subsidence** or **Ground Heave** of any part of the site on which the **Premises** stands or **Landslip**
- f) **Settlement** or bedding down of new structures
- g) normal maintenance redecoration or repair
- h) **Property** undergoing any process necessarily involving any heating process or any process involving the application of heat

Damage in respect of any **Building** (or part thereof) which is **Empty or Disused**

B Extended Theft

Notwithstanding any exclusion under Section 1 of this **Policy** cover shall extend to include **Damage** caused by or consisting of theft or attempted theft at the **Premises** including any such **Damage** not involving entry to or exit from the **Premises** occupied by **You** for the purpose of the **Business** by forcible and violent means or violence or threat of violence to **You** or any of **Your Employees** or any other person lawfully on the **Premises**.

C Subsidence Ground Heave and Landslip

Notwithstanding any exclusion under Section 1, cover shall extend to include **Damage** caused by:

a) **Subsidence** or **Ground Heave** of any part of the site on which the **Property** stands; or

b) **Landslip**.

Provided that:

a) **You** shall notify **Us** immediately if **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;

b) Following such notification **We** shall then have the right to vary the terms, require an additional premium or cancel this cover

Excludes:

a) **Damage** to yards car parks roads, pavements walls gates and fences unless also affecting a **Building**;

b) **Damage** caused by or consisting of:

i. the normal **Settlement** or bedding down of new structures;

ii. the settlement or movement of made-up ground;

iii. coastal or river erosion;

iv. defective design or workmanship or the use of defective materials; or

v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe.

c) **Damage** which originated prior to the inception of this cover;

d) **Damage** resulting from:

i. demolition construction structural alteration or repair of any **Property**; or

ii. groundworks or excavation at the

Premises.

- e) **Damage** resulting from any demolition groundworks excavation or construction carried out on any adjoining site of which **You** became aware but did not notify **Us**.

D Sprinkler Leakage

The insurance provided by Section 1 - **Property** extends to cover accidental discharge or leakage of water from an automatic sprinkler installation provided that **You** shall so far as **Your** responsibility extends maintain the sprinkler installation including any automatic alarm signalling equipment in efficient condition.

Excludes **Damage**:

- a) occurring whilst the **Premises** are **Empty or Disused**;
- b) caused by heat which is itself caused by fire;
- c) caused by explosion earthquake or subterranean fire.

E Rent payable

Where an item covering **Rent Payable** is specifically described in the **Schedule** cover applies only if a **Building** in respect of which rent is payable by **You** or any part of it is unfit for occupation in consequence of **Damage**.

We will not pay for more than the proportion of the sum insured on **Rent Payable** that the period necessary for reinstatement bears to the term of rent covered.

Basis of Claims Settlement

Unless stated otherwise in the **Schedule** the basis of settlement under this Section shall be:

A. Reinstatement:

For the purpose of this condition, the following additional definition applies and shall keep the same meaning wherever it appears in this **Policy**:

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.

The amount payable in respect of **Buildings** or **Contents** shall be the cost of **Reinstatement** of the **Damage**, provided that:

1. **Our** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly lost or destroyed;
2. if at the time of the **Damage** the sum insured for the item insured is less than the total value of the item insured then **Our** liability shall be limited to that proportion of the **Damage** which the sum insured bears to the value of the **Property**;
3. no payment beyond the amount which would have been payable in the absence of this basis of claims settlement shall be made:
 - 3.1 unless reinstatement commences and proceeds without unreasonable delay;
 - 3.2 until the cost of reinstatement shall have been actually incurred;
 - 3.3 if the **Property** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

All the terms and conditions of this **Policy** shall apply:

- in respect of any claim payable under the provisions of this basis of claims settlement except insofar as it is varied hereby;
- where claims are payable as if this basis of claims settlement had not been incorporated.

The maximum amount **We** will pay in respect of any one item is the sum insured.

B. Indemnity

The amount payable in respect of **Stock** and/or all other **Property** (other than **Buildings** and **Contents**) shall be the value at the time of the **Damage** or at **Our** option the cost of reinstatement or replacement of such **Property** or any part of it, provided that:

1. if at the time of the **Damage** the sum insured for the item insured is less than the value of the item insured then **Our** liability shall be limited to that proportion of the **Damage** which the sum insured bears to the value of the **Property**

2. in respect of rent, the insurance only applies if any of the **Buildings** or part thereof are unfit for occupation in consequence of **Damage** thereto but the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of the rent.

C. Day One Basis

For the purpose of this condition, the following additional definition applies and shall keep the same meaning wherever it appears in this **Policy**:

Declared Value

Your assessment of the cost of reinstatement of the **Property** insured arrived at in accordance with paragraph a) of the basis of claims settlement for **Reinstatement** above at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a) the additional cost of reinstatement to comply with European Union legislation, Acts of Parliament and bye-laws of any public authority;
- b) professional fees;
- c) debris removal costs.

Where the day one basis condition is shown as operative against each item in the **Schedule**, the **Declared Value** shall show in brackets with the uplifted sum insured above provided that:

1. **You** must notify **Us** of the **Declared Value** at the start of each **Period of Insurance**. If **You** fail to notify **Us** of the **Declared Value** at the start of any **Period of Insurance** **We** will use the last **Declared Value** notified to **Us** for the following **Period of Insurance**;
2. if at the time of the **Damage** the **Declared Value** is less than the cost of reinstatement of the **Property** arrived at in accordance with this condition at the start of the **Period of Insurance** **Our** liability for any **Damage** will be limited to that proportion which the **Declared Value** bears to the cost of reinstatement of the **Property** arrived at in accordance with this condition.

All the terms and conditions of this **Policy** shall apply:

- in respect of any claim payable under the provisions of this condition except insofar as it is varied hereby;
- where claims are payable as if this basis of claims settlement had not been incorporated.

The maximum amount **We** will pay in respect of any one item is the sum insured.

Exclusions applicable to Section 1 – Property Damage

What is not covered (see also General exclusions):

This Section does not cover **Damage**:

1. specifically excluded by any of the insured perils.
2. to any **Property** more specifically insured by **You** or on **Your** behalf
3. to glass (other than fixed **Glass**), china, earthenware, marble or other fragile or brittle objects
4. to a building or structure caused by its own collapse or cracking unless resulting from an insured peril insofar as it is not otherwise excluded
5. in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities works of art or rare books
6. to **Money**
7. to **Property** in transit
8. by theft unless involving forcible and violent entry or exit to the **Premises**
9. by disappearance, unexplained or inventory shortage, misfiling or misplacing of information
10. to motor vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or drones
11. to **Property** or building structures in the course of construction or erection and materials or supplies in connection with all such **Property**
12. to land piers, jetties, bridges, culverts or excavations
13. to livestock growing crops or trees
14. caused by or consisting of inherent vice latent defect or its own faulty or defective design or materials
15. caused by or consisting of faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**
16. caused by or consisting of mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates but this will not exclude such **Damage** which itself results from other **Damage** and is not otherwise excluded or subsequent **Damage** which results from a cause not otherwise excluded
17. to **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been affected
18. to any **Computer and Electronic Business Equipment**, whether **Your Property** or not, where such **Damage** is caused by programming or operator error **Virus** or **Similar Mechanism** or **Hacking**
19. to any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery, apparatus or fittings, directly caused by its own over-running, short-circuiting, excessive pressure or self-heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property** hereby such **Damage** is not excluded by the **Policy**
20. caused by or consisting of the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control other than in respect of a boiler used for domestic purposes only

Special Provisions that apply to Section 1 – Property Damage

These special provisions apply only to this Section.

1.1 Average

If at the time of the **Damage** the sum insured is less than the total value of the **Property You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss.

1.2 Construction of Buildings

Except as otherwise stated the **Buildings** described in the **Schedule** are of **Standard Construction**.

1.3 Designation

For the purposes of determining where necessary the heading under which any **Property** is insured **We** agree to accept the designation under which such **Property** has been entered in **Your Business** books.

1.4 Index Linking

Where a Day One basis of settlement condition has not been selected the sum insured by each item stated in the **Schedule** that is subject to adjustment at annual intervals in line with suitable indices of costs on which any renewal premium will be based.

1.5 Limit of Liability

Our liability shall not exceed in the whole the total sum insured or the sum insured in respect of each item or any other limit of liability as stated herein or in the **Schedule**.

1.6 Automatic Reinstatement

In the event of loss, the limits stated in the **Policy** will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

1.7 Mortgagee

The act or neglect of any mortgagor or occupier of any **Building** whereby the risk of **Damage** is increased without the authority or knowledge of any mortgagees shall not prejudice the interest of the mortgagees in this insurance provided they shall notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

1.8 Seventy Two Hour Period

All losses arising separately out of one event of the following insured perils:

- a) **Storm;**
- b) **Flood;**
- c) **Earthquake**

occurring within each and every separate period of seventy two (72) hours during the **Period of Insurance** will be deemed to be one loss in determining the application of the **Excess**.

Conditions that apply to Section 1 – Property Damage

These conditions of cover apply only to this Section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** do not comply with these conditions **We** may not pay **Your** claim.

1.1 Change of Tenancy

You must advise **Us** of all changes in tenancy or occupation within the **Premises** as specified in the General Policy Conditions (Alteration in Risk).

1.2 Kitchen and Deep Fat Frying Equipment

It is a condition precedent to **Our** liability that:

- a) deep fat frying ranges and frying equipment are fitted with:
 - i. operating thermostats set to prevent the temperature of the cooking oils or fats rising above 205 degrees centigrade or the manufacturer's maximum recommended temperature if less than 205 degrees centigrade;
 - ii. a separate high temperature limit control of a non-self-resetting type to shut off the heat source should the temperature of the cooking oils or fats reach 230 degrees centigrade in the event of failure of the operating thermostats;

and where gas is used as the fuel source:

- iii. such equipment is to be additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure.
 - iv. connection of the deep fat frying equipment to the power or gas supply is to be carried out either by the supplier manufacturer or by a registered person operating under the Capita Gas Safety Register scheme (or are C.O.R.G.I. registered in respect of Northern Ireland or the Channel Islands) or NICEIC or SELECT (Scotland only) registered contractor for electrical power supplies.
- b) deep fat frying ranges including associated extraction equipment, ductwork and all ancillary components of the flue or ducting is securely fixed and free from contact with combustible surfaces and materials;
- c) the exhaust ducting is to be constructed of and supported by galvanized or stainless steel having watertight seams and joints and where such ducting passes through any combustible material, it should be cut away to a distance of at least 150mm from the duct and space filled with non-combustible insulation;
- d) extraction hoods canopies filters and grease traps are cleaned at frequent intervals in accordance with manufacturer's recommendations but not less than once a month;
- e) disposable filters are to be renewed at least once a fortnight;
- f) at least once every 12 months:
 - i. the entire length of all extraction ducting including extraction motors and fans are serviced and deep cleaned by the installers or a specialist contractor in accordance with the manufacturers'

instructions;

- ii. the deep fat frying equipment (not including table-top fryers) is to be inspected and serviced by the installers or a specialist contractor in accordance with the manufacturing instructions
- g) the following is to be included as part of the process under (f) above:
 - i. testing of all temperatures, controls and thermostatic cut-out's;
 - ii. checking of ducts burners fuel and power connections and controls;
 - iii. cleaning of internal surfaces of the extraction ductwork and fans;
- h) where fitted, automatic fire suppression equipment is to be maintained annually under contract by the equipment manufacturer or their appointed approved contractors;
- i) all servicing and cleaning records are to be kept in a safe place and available for inspection if required;
- j) cracklings cooking residue cleaning waste and wipes are to be placed in closed metal containers and:
 - i. removed from the **Buildings** at the **Premises** at the end of each working day; and
 - ii. removed entirely from the **Premises** at least once per week;
- k) the following safety precautions are in place and operational
 - i. a fire blanket is situated in the cooking area in a position where it can be safely reached in the event of fire; and
 - ii. a 6 litre Class F wet chemical fire extinguisher is situated where it is easily accessible in the vicinity of any deep fat frying equipment and is maintained under an annual service contract with a BAFF registered contractor;
- l) any deep fat frying ranges or frying equipment are not left unattended whilst in use;
- m) all naked flames (other than pilot lights) and all electrical elements to any deep fat frying range are to be turned off at the close of each day.

1.3 Fire Break Doors and Shutters

All fire break doors and shutters are to be kept closed except during working hours and shall be maintained in efficient working order.

1.4 Fire Extinguishing Appliances

In respect to all fire extinguishing appliances for which **You** are responsible shall be maintained in efficient working order during the **Period of Insurance**.

1.5 Fire Extinguishment – Automatic Sprinkler Installations

This condition is only operative if 'Sprinkler Leakage' is shown as insured on the Schedule.

In such event:

1. a reduced premium rate is allowed on account of such an installation;
2. such an installation is required by **Us** as a condition of cover; or
3. the insurance covers **Damage** by the accidental escape of water from a sprinkler installation;

You will:

- a) take all reasonable steps to:
 - i. prevent frost and other **Damage** to the installations; and in so far as it is **Your** responsibility:

- ii. maintain the installations (including the automatic external alarm signal) in efficient condition;
- iii. maintain ready access to the water supply control facilities;
- b) in the event that changes repairs or alterations to the installations are proposed notify **Us** in writing and obtain **Our** prior agreement in writing;
- c) allow **Us** access to the **Premises** at all reasonable times for the purpose of inspecting the installations; and undertake to:
 - i. make a test every week for the purposes of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installations are fully open;
 - ii. make a test every working day for the purposes of ascertaining the condition of the circuit between the alarm switch and the control unit;
 - iii. make a test at least once a week for the purposes of ascertaining the condition of:
 - the Brigade connection; and
 - the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a fire brigade;
 - iv. make quarterly or half-yearly tests if required by **Us** to do so for the purposes of ascertaining that each water supply is in order and record the particulars of each test;
 - v. make tests every week for the purposes of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and record the completion of these tests;
 - vi. have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations and to obtain from them following each inspection certification that they are in satisfactory working order; and
 - vii. remedy promptly any defect revealed by such tests or otherwise.

1.6 Unoccupancy

If the **Premises** or any part thereof become **Empty or Disused**:

- a) **You** must notify **Us** immediately if the **Building(s)** are **Empty or Disused** and pay any extra premium required and **You** must notify **Us** immediately of any **Damage** to the **Buildings** that are **Empty or Disused** whether or not such loss destruction or **Damage** is insured;
- b) all main services are to be turned off at the mains except where needed to maintain any fire or Intruder Alarm System (see condition 1.8 below) in operation and the water and heating systems drained;
- c) the **Premises** are to be adequately secured against unauthorised entry;
- d) at least weekly internal and external inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf;
- e) all trade refuse and other waste materials such as junk mail and newspapers are to be removed from the interior of the **Premises** and no accumulation of refuse and waste be allowed in any adjoining yards or spaces **You** own;
- f) **You** shall secure the **Buildings** and rectify any defects which render the **Buildings** insecure;

1.7 Stock in any cellar or basement

It is a condition precedent to **Our** liability that any **Stock** contained in any cellar or basement is placed on racks or shelves at least 150mm (6") above floor level.

1.8 Intruder Alarm

The following definitions apply to this condition and will keep the same meaning wherever they appear in this condition:

Alarmed Premises

The **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**.

Intruder Alarm System

The component parts including the means of communication used to transmit signals to the alarm receiving centre.

Keyholder

You or any person or keyholding company authorised by **You** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** attend and allow access to the **Premises**.

Responsible Person

You or any person authorised by **You** to be responsible for the security of the **Premises**.

The following conditions apply in respect of any **Damage** following entry or attempted entry to or exit from the **Premises** by forcible and violent means:

- a) the **Premises** are protected by an **Intruder Alarm System** installed as agreed by **Us**;
- b) the **Intruder Alarm System** will be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the **Intruder Alarm Installers** or other installers/engineers as agreed with **Us**;
- c) no alteration to or substitution of:
 - i. any part of the **Intruder Alarm System**;
 - ii. the procedures agreed with **Us** for Police or any other response to any activation of the **Intruder Alarm System**;
 - iii. the maintenance contract;be made without **Our** written consent.
- d) the **Alarmed Premises** will not be left without at least one **Responsible Person** therein without **Our** agreement:
 - i. unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals in full operation;
 - ii. if the Police have withdrawn their response to alarm calls.
- e) all keys to the **Intruder Alarm System** are removed from the **Premises** when the **Premises** are left unattended;
- f) **You** maintain secrecy of codes for the operation of the **Intruder Alarm System** and no details of same are left on the **Premises**;
- g) **You** will appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the **Intruder Alarm System** company and/or Police authorities;
- h) in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the **Intruder Alarm System** is set a **Keyholder** will attend the **Premises** as soon as reasonably possible;

- i) in the event **You** receive any notification:
 - i. that Police attendance in response to alarm signals/call from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
 - ii. from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
 - iii. that the **Intruder Alarm System** cannot be returned to or maintained in full working order;

You will advise **Us** as soon as possible and, in any event, not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by **Us**.

1.9 Composite Panels

- a) In respect of any **Building** containing composite panels with combustible cores, it is a condition that:
 - i. the existence and extent of the composite panels has been fully disclosed to **Us** prior to inception of the **Policy**;
 - ii. all wiring passing through composite panels is, and will continue to be, encased in metal conduits and sealed with rubber grommets;
 - iii. when services which pierce any composite panels are removed the openings will immediately be capped by metal plates;
 - iv. any ductwork or services that pass through composite panels and which may get hot are and will continue to be sleeved in non-combustible insulation sufficient to prevent any transfer of heat to the composite panels through which they pass;
 - v. no repairs will be made to composite panels that involve welding, grinding cutting or other obvious ignition sources; and
 - vi. heat sources will be kept a minimum distance of two (2) metres away from all composite panels.
- b) In respect of any building containing composite panels, it is a condition that:
 - i. fire extinguishers and fire blankets suitable both in number and type, are supplied for all cooking areas;
 - ii. at least weekly inspections are undertaken by **You** to check for **Damage** to composite panels or panel joints;
 - iii. any defects which are found during the course of the inspections referred to at ii) are rectified or the defective panel(s) replaced by a panel(s) with a non-combustible core without delay and in any event within seven (7) days; and
 - iv. there is no external storage of combustible waste **Stock** packaging pallets or skips or bins containing such items within ten (10) metres of any building containing composite panels.

1.10 Minimum Standards of Security

It is a condition precedent to **Our** liability that the following minimum level of security or alternative security protections agreed in writing by **Us** whether following a survey or otherwise is installed at the **Premises** and put into effect whenever the **Premises** are closed for **Business** or left unattended:

- a) **Exit Doors**
 - i. sliding and/or folding doors, where the door meets the stile, are to be secured with a locking bar and close shackle padlock. If a multi-leaf door then each leaf should be secured internally by bolts top and bottom.
 - ii. roller shutters which are manually operated are to be secured with bullet locks or alternatively a locking bar and close shackle padlock, with a staple set into concrete and the locking bar secured

to the shutter. Roller shutters which are automatically operated internally are to have operating chains secured with a hardened shackle padlock to the door frame or any other part of the building structure. Roller shutters which are electrically operated externally are to be fitted with automatic cut-off devices in the event that keys are not used.

- iii. wicket gate doors are to be secured by either a mortise deadlock which has five or more levers and/or conforms to BS 3621 with a matching box striking plate fitted, or by a locking bar and close shackle padlock.
- iv. single leaf, solid or paneled doors are to be secured by either a mortise deadlock which has five or more levers and/or conforms to BS 3621 with a matching box striking plate fitted, or by a locking bar and close shackle padlock.
- v. double leaf, solid or paneled, doors are to be secured by flush or barrel bolts top and bottom on the first closing leaf and:
 - a mortise deadlock which has five or more levers and/or conforms to BS 3621 and a matching box striking plate; or
 - a locking bar and close shackle padlock on the second closing leaf.
- vi. Aluminum or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks.

b) Internal Doors

Internal doors giving access to any part of the **Building** not occupied by **You** or for **Your Business** are to be fitted on **Your** side of the door with either:

- i. a mortise deadlock which has five or more levers and conforms to BS 3621 with a matching box striking plate and **You** are to be the sole key holder;
- ii. two key operated security bolts, one fitted approximately 30 cm from the top of the door and the other 30 cm from the bottom; or
- iii. a locking bar and close shackle padlock.

c) Windows Fanlights Rooflights and Skylights

All opening external basement ground floor and other accessible windows, fanlights, rooflights and skylights are to be fitted with key operated window locks or a padlock and locking bar or padlock, hasp and staple.

Note: an accessible window is one which can easily be reached such as a window adjacent to a flat roof or fire escape balcony canopy or downpipe.

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grilles securely fixed to brickwork surrounding the window or demountable weld mesh or expanded metal grilles secured by means of a hardened shackle padlock.

d) Fire Exits

Any door or window officially designated as a fire exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times). Any additional devices must be approved by the local Fire Prevention Office.

Section 2 - Business Interruption

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 2 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Actual Gross Profit or Actual Gross Revenue

The **Gross Profit** or **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months).

Additional Cost of Working

The additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Damage** in order to prevent or minimise the interruption of or interference with the **Business** during the **Indemnity Period**.

Annual Gross Revenue

The **Gross Revenue** during the twelve months immediately before the date of the **Incident**.

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Incident**.

Annual Rent Receivable

The **Rent Receivable** during the twelve months immediately before the date of the **Incident**.

Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** insured under Section 1 to **Property** used by **You** at the **Premises** for the purpose of the **Business**

Estimated Gross Profit or Estimated Gross Revenue

The amount declared by **You** to **Us** as representing not less than the **Gross Profit** or **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months).

Gross Profit

The amount by which:

- a) the sum of the amount of the **Turnover** and the amounts of the closing **Stock** and work in progress shall exceed;
- b) the sum of the amount of the opening **Stock** and work in progress and the amount of the **Uninsured Working Expenses**.

Gross Revenue

The money paid or payable to **You** for services rendered in the course of the **Business** at the **Premises**.

Incident

Means **Damage** to:

- a) **Property** used by **You** at the **Premises** for the purpose of the **Business**;
- b) **Your** books of account or other **Business** books or records at the **Premises** in respect of accounts receivable; or
- c) property at locations described in the Extensions provided under this Section.

Indemnity Period

The period beginning with the occurrence of the **Incident** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence thereof

Maximum Indemnity Period

The period as stated in the **Schedule**.

Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

Rent Receivable

The money paid or payable to **You** for accommodation and services provided in the course of the **Business** at the **Premises**.

Standard Gross Revenue

The **Gross Revenue** during the period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Standard Rent Receivable

The **Rent Receivable** during the period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Standard Turnover

The **Turnover** during the period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Uninsured Working Expenses

Bad debts purchases (less discounts received) carriage packing and freight and discounts allowed, unless otherwise stated in the **Schedule**. The words and expressions used in this definition shall have the meaning usually attached to them in **Your Business** books and accounts or records.

Vicinity

A radius of 500 meters from the **Premises**.

Cover

| What is Covered | What is not Covered |
|--|---|
| <p>We will indemnify You in the event of Business Interruption in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that at the time of the happening of the Damage there is an insurance in force covering Your interest in the Property at the Premises against such loss destruction or Damage and that payment:</p> <ul style="list-style-type: none">a) shall have been made or liability admitted therefore; orb) would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount <p>Our liability under this Section shall not exceed the total sum insured shown for each item in the Schedule</p> | <p>Interruption of or interference with the Business caused by any loss excluded under the insurance in force covering Your interest in the Property at the Premises other than loss which would have been covered had it not been for the application of an Excess</p> |

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there are no Business Interruption items insured in the **Schedule** under this section, otherwise cover under this section is extended to include:

| What is Covered | What is not Covered |
|---|--|
| <p>A Contract sites</p> <p>Loss in consequence of Damage at any site in the Territorial Limits not in the occupation of You where You are carrying out a Contract, which shall be deemed to be an Incident.</p> | <p>Any amount in excess of £50,000 in respect of any one loss</p> |
| <p>B Essential Employees</p> <p>Loss of an Employee from Your service as a result of:</p> <ul style="list-style-type: none">a) death of the Employee;b) bodily Injury which, in the opinion of Our medical officer, will in all likelihood prevent the Employee from carrying out their usual employment or usual occupation for the remainder of their life, caused solely and directly by violent accidental external and physical means;c) the Employee winning a prize on the national lottery premium bonds or football pools providing their win exceeds £100,000. | <p>Any amount in excess of £100,000 in respect of any one loss</p> <p>Excludes losses where the Employee:</p> <ul style="list-style-type: none">a) has been employed by You 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 occurrence;c) has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of the occurrence. |

The insurance by this extension shall only apply for the period beginning with the death or permanent total disability or lottery win premium bond win or football pools win and lasting no longer than 3 months thereafter

We would specifically bring Your attention to General Exclusion L – Virus Disease and Pandemic

C Public Utilities

Loss resulting from interruption of or interference with the **Business** in consequence of **Damage** to property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith;
- c) water works and pumping stations of the public water supply undertaking; or
- d) land based premises of the public telecommunications undertaking;

from which **You** obtain electricity gas water or telecommunications services within the **Territorial Limits** which shall be deemed to be an **Incident**.

Any interruption or interference occasioned by the deliberate act of any service provider or by the exercise by any such provider of its power to withhold or restrict supply or provision of services

The first 24 hours following any such **Damage**

Any amount in excess of £250,000 in respect of any one loss

D Infectious diseases murder and suicide

We shall indemnify **You** in respect of interruption of or interference with the **Business** during the **Indemnity Period** following occurrence of:

- a) Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever sustained by any person at the **Premises**;
- b) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the **Premises** or attributable to food or drink supplied from the **Premises**;
- c) the discovery of vermin or pests at the **Premises**;
- d) any accident causing defects in the drains or other sanitary arrangements at the **Premises**;
or

Any costs incurred in cleaning repair replacement recall or checking of **Property**.

Any loss arising from **Premises** that are not directly subject to the occurrence.

Any amount in excess of £50,000 in any one **Period of Insurance**.

We would specifically bring Your attention to General Exclusion L – Virus Disease and Pandemic

-
- e) actual or suspected murder or suicide at the **Premises**;

which causes restrictions on the use of the **Premises** on the order of the competent local authority.

For the purposes of this extension:

Indemnity Period shall mean the period during which the results of the **Business** shall be affected in consequence of the occurrence discovery or accident beginning from the date from which the restrictions on the **Premises** applied and ending on the date when such restrictions are lifted provided that the maximum total **Indemnity Period** in respect of all occurrences in any one **Period of Insurance** shall be three (3) months.

Premises shall mean only those locations stated in the **Premises** definition. In the event that the section includes an extension which deems loss destruction or **Damage** at other locations to be an **Incident** such extension shall not apply to this extension.

E Prevention of access

Subject to the terms and conditions of this Section, loss resulting from interruption of or interference with the **Business** in consequence of loss destruction of or **Damage** to property in the **Vicinity** of the **Premises**, where such loss destruction or **Damage** shall prevent or hinder the use of or access to the **Premises** whether or not **Your Premises** or **Your Property** in the **Premises** is **Damaged** shall be deemed to be an **Incident**.

Excludes interruption resulting from the loss **Damage** or destruction to property of any supply undertaking from which **You** obtain electricity gas water or telecommunications which prevents or hinders the supply of such services.

Any amount in excess of £100,000 in respect of any one loss

F Prevention of access – loss of attraction

Damage to property in the **Vicinity** of the **Premises** which directly results in loss of attraction to **Your Business** by customers or potential customers, which shall be deemed to be an **Incident**.

Any amount in excess of £25,000 in any one **Period of Insurance**.

G Prevention of access – public emergency

The actions or advice of a police or fire authority due to an emergency likely to endanger life or property in the **Vicinity** of the **Premises** which prevents or hinders the use or access to the **Premises**.

Any amount in excess of £25,000 in any one **Period of Insurance**.

We shall not be liable for any loss:

- a) during the first 4 hours or after the first 14 days;
 - b) during any period other than the actual period when access to the **Premises** was prevented;
 - c) as a result of labour disputes;
 - d) occurring as a result of riot or civil commotion in
-

Northern Ireland;

e) as a result of any infectious or contagious disease

We would specifically bring Your attention to General Exclusion I - Terrorism

H Storage sites

This Section includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of loss destruction or **Damage** at any location where **Your Goods** are stored in the **Territorial Limits**, which shall be deemed to be an **Incident**.

Any amount in excess of £50,000 in respect of any one loss.

I Transit

This Section includes loss from **Business Interruption** in consequence of loss destruction or **Damage** to **Your Property** while in transit in Great Britain or Northern Ireland, which shall be deemed to be an **Incident**.

Any amount in excess of £50,000 in respect of any one loss

Excludes any loss in respect of impact to or collision with the conveying road or rail vehicle or waterborne craft.

J Unspecified Customers

This Section includes loss from **Business Interruption** in consequence of **Damage** at the premises of any of **Your Customers** all in the **Territorial Limits** which shall be deemed to be an **Incident**.

Any amount in excess of £100,000 or 10% of the of the **Gross Profit** or **Gross Revenue** Sum Insured in respect of any one loss whichever is the lesser

The following definition applies for the purposes of this extension:

Customers

The companies organisations or individuals with whom at the time of the **Incident You** have direct **Contracts** or trading relationships to supply **Goods** or services.

K Unspecified suppliers

This Section includes loss from **Business Interruption** in consequence of loss destruction or **Damage** at the premises of any of **Your** direct suppliers manufacturers or processors of components **Goods** or materials all in the **Territorial Limits** which shall be deemed to be an **Incident**.

Excludes loss resulting from loss or destruction of or **Damage** to property of any supply undertaking from which **You** obtain electricity gas water or telecommunications services which prevents or hinders the supply of such services.

Any amount in excess of £100,000 or 10% of the **Gross Profit** or **Gross Revenue** Sum Insured in respect of any one loss whichever is the lesser

Basis of Claims Settlement

Unless stated otherwise in the **Schedule** the basis of settlement under this section shall be:

A. Gross Profit

(if shown as operative in the **Schedule**)

The insurance is limited to loss of **Gross Profit** due to a reduction in **Turnover** and/or increase in cost of working.

The amount payable as indemnity shall be A less B:

- a) Where "A":
 - i. in respect of a reduction in **Turnover** is the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall fall short of the **Standard Turnover** in consequence of the **Incident**; and
 - ii. in respect of increase in cost of working is the additional expenditure (subject to Provision 2.8 below - **Uninsured Working Expenses**) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction in **Turnover** avoided
- b) Where "B" is any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Incident**.

Provided that if the sum insured by the item on **Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

B. Gross Revenue

(if shown as operative in the **Schedule**)

The insurance is limited to loss of **Gross Revenue** and/or increase in cost of working.

The amount payable as indemnity shall be A less B:

- a) Where "A":
 - i. in respect of the loss of **Gross Revenue** is the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**; and
 - ii. in respect of increase in cost of working is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided
- b) Where "B" is any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Incident**.

Provided that if the sum insured by the item on **Gross Revenue** is less than the **Annual Gross Revenue** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

C. Rent Receivable

(if shown as operative in the Schedule)

The insurance is limited to loss of **Rent Receivable** and/or increase cost of working.

The amount payable as indemnity shall be A less B:

- a) Where "A":
 - i. in respect of the loss of **Rent Receivable** is the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** in consequence of the **Incident**; and
 - ii. in respect of increase in cost of working is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided
- b) Where "B" is any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Incident**.

Provided that if the sum insured by the item on **Rent Receivable** be less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

D. Additional Increase in Cost of Working

(if shown as operative in the Schedule)

The insurance is limited to the additional expenditure beyond that recoverable under basis of claims settlement A(a)(ii) and B(a)(ii) above of any item on **Gross Profit** or **Gross Revenue** of this insurance necessarily and reasonably incurred in consequence of the **Incident** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** or **Gross Revenue** which would have occurred during the **Indemnity Period** but for that expenditure.

E. Additional Cost of Working Only

(if shown as operative in the Schedule)

The insurance is limited to **Additional Cost of Working** only and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period** in consequence of the **Incident**.

Provided that **Our** liability shall be no more than 50% of the sum insured for such additional expenditure arising in the first three (3) months following the date of the **Damage** or 10% of the sum insured for the additional expenditure in any one month thereafter but **Our** liability shall not exceed the sum insured as stated in the **Schedule**.

Special Provisions that apply to Section 2 – Business Interruption

These provisions apply only to this Section.

2.1 Cessation of Trading

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

2.2 New Business

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** such loss will be ascertained by applying the **Gross Profit Gross Revenue** or **Rent Receivable** earned during the period between the commencement of the **Business** and the date of the **Incident** to the amount by which the **Gross Profit Gross Revenue** or **Rent Receivable** during the Period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Gross Profit** or **Gross Revenue** or **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Incident**.

2.3 Alternative Trading

If during the **Indemnity Period** **Goods** shall be sold or services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

2.4 Payments on Account

If **You** request, **We** may make payments to **You** monthly on account during the **Indemnity Period**, provided always that:

- a) the aggregate amount of such payments shall not exceed the sum insured for the item for which the claim is being paid hereunder; and
- b) that if the total adjusted loss under this Section 2 differs from the quantum of the payments made under this clause then **We** and **You** mutually agree to pay or return the difference accordingly.

2.5 Automatic Reinstatement after a Loss

In the event of loss the limits stated in the basis of claims settlement will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

2.6 Departmental Trading

If the **Business** is conducted in departments and independent trading results can be ascertained the basis of claims settlement for **Gross Profit** or **Gross Revenue** shall apply separately to each department affected.

2.7 Professional Accountants

We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** and for reporting that such information is in accordance with **Your** accounts but not for any other purposes in the preparation of any claim.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the **Policy** shall in no case exceed the sum insured.

2.8 Uninsured working expenses

If any working expenses of the **Business** are not insured by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in calculating the amount recoverable under this Section as an increase in cost of working, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit**

bears to the sum of the **Gross Profit** and the **Uninsured Working Expenses**.

2.9 Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

2.10 Business Level Adjustments

The defined terms under **Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Rent Receivable, Standard Rent Receivable, Annual Gross Revenue** and **Standard Gross Revenue** shall be subject to adjustments 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 **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

The amounts of the opening and closing **Stock** (including work in progress) for purposes of **Gross Revenue** shall be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation

Additional Sub-Section - Accounts Receivable

This Additional Sub-Section is only operative if shown as Insured on the Schedule

Definitions

Refer to the **Policy** definitions on pages 12 to 17 and Section definitions on page 41 to 42.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section.

Customer Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Outstanding Debit Balances

The money owed to **You** by customers at the date of the **Damage** taking into account:

- a) bad debts;
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the period between the date to which the statement relates and the date of the **Damage**;
- c) **Your** last record of amounts owed by customers.

What is Covered

In the event of **Damage** to any of **Your** books of account or other **Business** books or records whilst on the **Premises** occupied by **You** or temporarily elsewhere within the **Territorial Limits** by an insured Peril under Section 1 Sub-Section A of this **Policy** which results in **Your** inability to trace or establish the **Outstanding Debit Balances** We will indemnify **You** for:

- a) the difference between the amount of the **Outstanding Debit Balances** and the total of the amounts received or traced;

What is not Covered

Damage:

- a) arising from the mislaying or misfiling of records or tapes;
- b) arising from wear tear and gradual deterioration vermin rust damp or mildew;
- c) arising from dishonest or fraudulent acts by any of **Your Employees**;
- d) arising from the deliberate act of the supply undertaking in restricting or withholding electricity supply;

- b) the additional expenditure incurred with **Our** consent in tracing and establishing **Customer Accounts** debit balances after the **Damage**;
 - c) auditors or accountant's charges reasonably incurred for producing and certifying details of a claim under this Section.
 - e) arising from deliberate falsification of records or tapes;
 - f) arising from the erasure loss distortion or corruption of information on computer systems or other records or programs or software;
 - g) arising from the failure to collect debts which have been traced and established.
- Provided **Our** total liability shall not exceed the limit of indemnity stated on the **Schedule**.

Special Provisions that apply to this Sub-Section

These provisions apply only to this Sub-Section.

1. Cessation of Trading

This Sub-Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

Special Conditions Applicable to this Sub-Section

These **Conditions** of cover apply only to this Sub-Section.

You must comply with the following **Conditions** to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** do not comply with these conditions, **We** may not pay **Your** claim.

1. Record Keeping

You will retain a record of the **Outstanding Debit Balances** at least once every seven days and retain a copy either in a locked fire resistant safe or cabinet at the **Premises** or away from the **Premises**.

Additional Sub-Section - Loss of Licence

This Additional Sub-Section is only operative if shown as Insured on the Schedule

Definitions

Refer to the **Policy** definitions on pages 12 to 17 and Section definitions on pages 41 to 42.

The following additional definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section.

Indemnity Period

The **Period** beginning with the loss of licence and ending not later than 12 months thereafter during which the results of the **Business** are affected in consequence of the loss of licence provided that if the **Premises** are disposed of within the 12 months after the loss of licence the Indemnity Period will terminate either:

- a) upon the disposal; or
- b) 12 months from the loss of licence;

whichever is the earlier.

What is Covered

In the event of the licence for the sale of excisable liquors which has been granted in respect of the **Premises** being forfeited suspended or withdrawn **We** will pay to **You**:

- a) the amount by which the **Gross Revenue** or **Profit** (whichever is insured) during the **Indemnity Period** falls short of the **Gross Profit** during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence;
- b) the increased cost of working for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** or **Profit** (whichever is insured) during the **Indemnity Period** but not more than the loss avoided under (a) less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the event;
- c) the reduction in value of the **Premises** if **You** are unable to obtain a licence for a Period of twelve months from the date of forfeiture suspension or withdrawal of the licence and **You** sell the **Premises**;
- d) all costs and expenses incurred by **You** with **Our** written consent;
- e) auditors' or accountant's charges reasonably incurred for producing and certifying details of a claim under this Section.

Provided **Our** total liability shall not exceed the limit of indemnity stated on the **Schedule**.

What is not Covered

Any loss where:

- a) **You** are entitled to obtain a payment of compensation under any legislation or by-law in respect of refusal to renew the licence;
- b) alterations to the **Premises** requiring the consent of the licensing or other authority are made without consent;
- c) the **Premises** are closed for any **Period** not required by law;
- d) the **Premises** are not maintained in a good state of sanitary condition or repair;
- e) any direction or requirement of the licensing or other authority is not complied with;
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through **Your** misconduct procurement connivance neglect or omission by **You** to take any necessary step to keep the licence in force;
- g) prior or subsequent to the refusal to renew or forfeiture of the licence the **Premises** are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town and country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences.
- h) the loss of licence is due to government action in response to a public emergency or aimed at preventing the spread of an infectious disease.

Special Provisions that apply to this Sub-Section

These provisions apply only to this Sub-Section

1. Alternative Trading

If during the **Indemnity Period** **Goods** are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services will be brought in to account in arriving at the **Gross Revenue** during the **Indemnity Period**.

2. Cessation of Trading

This Sub-Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

Special Conditions Applicable to this Sub-Section

These conditions of cover apply only to this Sub-Section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** do not comply with these conditions, **We** may not pay **Your** claim.

1. Changes in Circumstances

You will on becoming aware of any complaint against the **Business** or its control for:

- a) proceedings against or conviction of the licence holder manager tenant or occupier of the **Premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety;
- b) change in the tenancy or management of the **Premises**;
- c) transfer or proposed transfer of the licence;
- d) alteration in the purpose for which the **Premises** are used;
- e) objection to renewal or other circumstances which may endanger the licence or its renewal.

immediately give notice in writing to **Us** and supply such additional information and assistance as **We** may reasonably require

2. Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal **You** will

- a) give notice in writing to **Us** within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
- b) give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** or **Our** solicitors full discretion in the conduct of such proceedings
- c) apply if practicable and if required by **Us** for the grant of such new licence for the same or alternative **Premises** as may enable **You** to continue the **Business** in a similar or alternative form
- d) provide a statement of **Your** loss if any together with such documents statements and accounts as may be reasonably required by **Us** to verify the same and also if required by **Us** make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give **Us** free access to the **Premises** and the books and accounts thereof as may be necessary for ascertaining the value of the **Property** and the goodwill of the **Business**

3. Transfer of Licence

In the event of **Your** death bankruptcy or incapacity or desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the tenant manager occupier or licence holder **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

Section 3 - Money and Assault

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 3 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Business Hours

Your normal working hours and any other period during which **You** or any **Employees** entrusted with **Money** are on the **Premises** in connection with the **Business**

Injury

Bodily Injury by violent and visible means which directly and independently of any other cause results in death or disablement

Insured

You or any of **Your Employees** within the age limits 16 to 70 years.

Loss of Limb

Physical severance of one or more limbs at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg.

Loss of Sight

Total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes when the **Insured's** name has been added to the register of blind persons on the authority of a fully qualified ophthalmic specialist;
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured** is only able to see at 3 feet what they should normally be able to see at 60 feet).

Permanent Total Disablement

Permanent total disablement (other than by **Loss of Limb** or **Loss of Sight**) which after 24 months of the **Injury** in the opinion of an independent medical officer will in all likelihood prevent the **Insured** from carrying out their usual employment, usual occupation or similar occupation for which they have the relevant qualifications or experience for the remainder of their life.

Temporary Total Disablement

Total disablement (other than by **Loss of Limb** or **Loss of Sight**) for which **Injury** prevents the **Insured** from carrying out their usual employment, usual occupation or similar occupation for which they have the relevant qualifications or experience for a period not exceeding 24 months.

Cover

| What is Covered | What is not Covered | | | | | | | | | | |
|---|---|---------|------------------------|---------|-------------------------|---------|---------------------------------------|---------|---|------|---|
| <p>We will indemnify You up to the sum insured stated for each item on the Schedule against loss by any cause occurring within the Territorial Limits during the Period of Insurance in respect of Money held in connection with the Business:</p> <ul style="list-style-type: none"> a) while in transit; b) while in a bank night safe until removed by the bank; c) in the Premises during Business Hours; d) in the Premises after Business Hours in a locked safe or strongroom; e) in the Premises after Business Hours not in a locked safe or strongroom; f) at the private dwelling of Your principles or Employees authorised to hold such Money; g) from any gaming vending or amusement machine or automated teller machine or cash dispensing machine in the Premises. | <p>Money the property of the Post Office.</p> <p>Damage:</p> <ul style="list-style-type: none"> a) due to depreciation shortages errors or omissions or Indirect Loss of any kind; b) arising from theft fraud or dishonesty by any director partner or Employee unless discovered and reported to the Police and Us in writing within 14 working days of the loss in which case Our liability shall be limited to £5,000 any one claim in respect of such loss. c) from any Unattended Vehicle d) resulting directly or indirectly from forgery or deception fraudulent alteration or substitution, use of any form of payment which proves to be counterfeit false invalid uncollectible or irrecoverable for any reason or fraudulent use of a computer or electronic transfer; e) from any safe or strong room after Business Hours unless securely locked; f) which but for the existence of this Section would have been covered by another insurance policy other than for any excess beyond the amount recoverable under this Policy. g) Outside the Territorial Limits <p>The amount of the Excess shown in the Schedule.</p> | | | | | | | | | | |
| <p>We will in the event of You or any Employee suffering Injury caused solely or directly as a result of robbery or any attempt thereat in the course of the Business during the Period of Insurance pay compensation on the basis of the following Table of Compensation:</p> <table border="0"> <tr> <td>a) death</td> <td>£10,000</td> </tr> <tr> <td>b) Loss of Limb</td> <td>£10,000</td> </tr> <tr> <td>c) Loss of Sight</td> <td>£10,000</td> </tr> <tr> <td>d) Permanent Total Disablement</td> <td>£10,000</td> </tr> <tr> <td>e) Temporary Total Disablement at the rate per week (payable monthly) of</td> <td>£100</td> </tr> </table> | a) death | £10,000 | b) Loss of Limb | £10,000 | c) Loss of Sight | £10,000 | d) Permanent Total Disablement | £10,000 | e) Temporary Total Disablement at the rate per week (payable monthly) of | £100 | <p>Any person who at the time of sustaining Injury is under 16 or over 70 years of age.</p> <p>Any Injury which is in any way:</p> <ul style="list-style-type: none"> a) brought on by or with the collusion of directors or Employees of the Insured; b) brought about by drugs or intoxication; c) brought about or attributed to intentional self-injury provoked assault or wilful exposure to needless peril (except in an attempt to save life). <p>Any compensation under more than one of the items (a) to (d) in the table of compensations for the same Injury.</p> <p>Any death or Injury arising from or influenced by any</p> |
| a) death | £10,000 | | | | | | | | | | |
| b) Loss of Limb | £10,000 | | | | | | | | | | |
| c) Loss of Sight | £10,000 | | | | | | | | | | |
| d) Permanent Total Disablement | £10,000 | | | | | | | | | | |
| e) Temporary Total Disablement at the rate per week (payable monthly) of | £100 | | | | | | | | | | |

| | | | |
|----|--|------|--|
| f) | incurred medical expenses | £500 | existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth. |
| | provided that such Injury is independent of any other cause and results in death or disablement within two (2) years of sustaining such Injury . | | |

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section otherwise cover under this section is extended to include:

| | What is Covered | What is not Covered |
|---|--|---|
| A | <p>Safes and Carrying Cases</p> <p>We will pay the cost of repair or replacement of safes strong rooms tills cash registers franking machines and special money carrying cases following their Damage if it results from theft or attempted theft of Money.</p> | <p>Excludes liability in excess of a limit of £1,000 in respect of any one loss and £5,000 in any one Period of Insurance.</p> |
| B | <p>Clothing and Personal Effects</p> <p>We will pay for Damage to clothing and personal effects belonging to the Insured as a result of robbery or attempted robbery.</p> | <p>Excludes liability in excess of a limit of £500 in respect of any one person and £1,000 in any one Period of Insurance.</p> |

Special Provisions that apply to Section 3 – Money and Assault

These provisions apply only to this Sub-Section

1. Total Temporary Disablement

When compensation has been paid under benefit (e) and subsequently in respect of the same **Injury** becomes payable under benefits (a) to (d) the compensation already paid shall be deducted from the amount payable under benefits (a) to (d).

Conditions that apply to Section 3 – Money and Assault

These conditions of cover apply only to this Section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** do not comply with these conditions, **We** may not pay **Your** claim.

3.1 Money Carrying

It is a condition precedent to **Our** liability that the amount of **Money** (other than **Non Negotiable Money**) in transit must be carried or accompanied by the number of able bodied and responsible adults or by the security carriers as follows:

- a) up to £2,500 One able bodied and responsible adult;
- b) greater than £2,500 up to £5,000 Two able bodied and responsible adults;
- c) greater than £5,000 up to £7,500 Three able bodied and responsible adults;
- d) greater than £7,500 up to £10,000 Four able bodied and responsible adults;
- e) greater than £10,000 by Approved Security Carrier.

3.2 Key Security

It is a condition precedent that outside **Business Hours** the safes or strongrooms are kept locked and the keys and/or combination codes of the safes or strongrooms are not left on the **Premises** unless the **Premises** are occupied by **You** or any of **Your** authorised **Employees** in which case such keys and/or combination codes if left on the **Premises** shall be deposited in a secure place not in the vicinity of the safes or strongroom.

3.3 Records

You must keep a complete record of **Negotiable Money** in a secure place other than in a safe or strongroom containing **Negotiable Money**.

3.4 Medical

In the event of any disablement **You** or any **Employee** must immediately place yourselves under the care of a qualified medical practitioner and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** expense.

You or any **Employee** shall at **Your** expense furnish all certificates and information in such form and of such nature as **We** may reasonably require.

In the event of death, **We** will be entitled to a post-mortem examination at **Our** expense.

Section 4 - Goods in Transit

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 4 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Clothing and Personal Effects

Personal possessions belonging to **You** or **Your** drivers worn or carried during transit excluding cash, bank notes, credit cards, jewellery, audio visual and telecommunications equipment watches.

Property

Goods and **Tools** belonging to **You** or for which **You** are responsible including incoming supplies and property consigned to **You** from addresses within the **Territorial Limits** relating to the **Business** shown in the **Schedule** except for any **Goods** specifically excluded by this Section.

Territorial Limits

The territories and areas detailed in the **Schedule** including sea or air transits between the territories and areas detailed in the **Schedule**

Tools

Tools, tool kits or test equipment which **You** own or are hired by **You** or used by **You** in connection with the **Business** and for which **You** are responsible.

Transit

From the time the **Property** is lifted by **You** or **Your Employees** immediately prior to dispatch and continues until it is placed at its destination (excluding its installation), including loading and unloading and temporary housing in the course of transit.

Vehicle

Motor vehicle, articulated vehicle, trailer and semi-trailer.

Cover

| What is Covered | What is not Covered |
|--|--|
| In the event of Damage to Property in Transit to destinations within the Territorial Limits whilst being carried by Vehicles operated by You or Your Employees hauliers couriers rail or post We will indemnify You in accordance with the basis of settlement condition for: | Damage occurring outside the Territorial Limits |
| a) the value of the Property at the time of the Damage or at Our option reinstate replace or repair the Property ; | Damage not connected with the Business |
| | Property in transit for hire or reward |
| | Indirect Loss (including loss of market loss of profits or delay) |

- b) the cost of new labels capsules or wrappers and the cost of reconditioning the **Property** but in no event shall **We** be liable for more than the insured value of the **Damaged Property**.

Our liability under this section shall not exceed any limit of liability as stated in the **Schedule** in respect of any one event or any other limit of liability as stated herein.

The amount of **Excess** shown in the **Schedule**

Temporary housing of **Property** unloaded from a **Vehicle** at any **Premises** owned or rented by **You**

Damage caused by theft or attempted theft of the **Property** and/or **Clothing and Personal Effects** from any **Unattended Vehicle** unless **You** have ensured that:

- a) all doors windows and other points of access have been locked where locks have been fitted; and
- b) all manufacturers' security devices have been put into effect; and
- c) the keys have been removed from any **Unattended Vehicle**; and
- d) unattached trailers have anti-hitching devices fitted and they are put into effect.

Damage resulting from theft or attempted theft from any **Unattended Vehicle** during the hours from 9pm until 6am unless such **Vehicle** is garaged in:

- a) a securely locked building of substantial nature; or
- b) a compound which has secure walls and/or fences and securely locked gates

Damage caused by or arising from:

- a) defective or inadequate packing insulation or labelling inadequate documentation disappearance or unexplained or inventory shortage;
- b) evaporation or ordinary leakage;
- c) vermin insects wear tear inherent vice latent defect gradual deterioration;
- d) an existing or hidden defect or damage;
- e) vibration denting scratching or bruising;
- f) mechanical or electrical breakdown derangement defect or failure;
- g) shortage in weight;
- h) confiscation requisition or destruction by order of any government or any public authority;
- i) confiscation requisition or destruction by order of

any government or any public authority;

j) riot civil commotion strikes lockouts or labour disturbances;

k) deterioration or variation in temperature unless directly consequent upon fire theft or overturning or collision of the **Vehicle** carrying the **Property**.

Damage to:

- a) jewellery precious stones watches clocks gold and silver articles furs curios;
- b) wines spirits perfumes and tobacco products;
- c) audio visual and telecommunications equipment;
- d) computer hardware and software;
- e) rare books and works of art;
- f) **Money** and bullion;
- g) nonferrous metals;
- h) living creatures;
- i) explosives.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

| What is Covered | What is not Covered |
|---|---|
| <p>A Sheets Ropes Chains Toggles and Packing Materials</p> <p>Damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials while carried on any Vehicle owned hired or leased by You.</p> | <p>Any amount in excess of £1,000 in respect of any one loss and £10,000 in any one Period of Insurance.</p> |
| <p>B Expenses</p> <p>We will pay expenses reasonably incurred for which You are responsible in:</p> <ul style="list-style-type: none">a) the removal of debris and site clearance of Property Damaged whilst in transit from the immediate area of the site where the Damage occurred;b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying | <p>Any amount in excess of £5,000 in respect of any one loss and £50,000 in any one Period of Insurance.</p> |

the **Property** to the original destination or to place of collection;

- c) reloading onto the **Vehicle** any **Property** which has fallen from the **Vehicle**; and
- d) re-securing the **Property** where there is dangerous movement of the load in transit.

C Clothing and Personal Effects

In the event of the payment of a claim under this Section for **Property** **We** will also pay for **Damage** to **Clothing and Personal Effects** (excluding wear and tear) whilst they are in **Vehicles** operated by **You**.

Any amount in excess of £500 in respect of any one loss

Special Provisions that apply to Section 4 – Goods in Transit

These special provisions apply only to this Section.

4.1 Basis of Claims Settlement

This will normally be a payment in money but **We** have the option to repair replace or reinstate **Property** lost or **Damaged**.

In the event of **Damage** to any part of a machine which when complete for sale or use consists of several parts **We** will only pay for the value of the part actually lost or **Damaged** including any replacement charges.

4.2 Basis of Valuation

The valuation of **Property** shall be at invoice cost If an invoice has not been raised the basis of valuation will be the value of the **Property** at the time of the commencement of the transit.

4.3 Condition of Average

If at the time of the **Damage** the sum insured is less than the total value of the **Property** **You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss

4.4 Reinstatement of sum insured

We will automatically reinstate the **Vehicle** limits shown in this Section from the date of any loss unless written notice to the contrary is given by **Us** **You** may be required to pay extra premium and if the loss has resulted from theft **We** may require **You** to fit additional protective devices to the **Vehicle**.

Conditions that apply to Section 4 – Goods in Transit

These conditions of cover apply only to this Section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** do not comply with these conditions, **We** may not pay **Your** claim.

4.1 Reasonable Precautions

It is a condition precedent to **Our** liability that **You** must take all reasonable precautions to prevent **Damage** by:

- a) exercising reasonable care in the selection of drivers obtaining references and providing instruction;
- b) exercising reasonable care in the packaging and labelling or addressing of the **Property**;
- c) maintaining **Vehicles** in an efficient and roadworthy condition and ensure they are suitable for the purpose for which they are to be used;
- d) complying with regulations imposed by any lawful authority.

Section 5 – Employers’ Liability

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the definitions on pages 12 to 17. The following additional definitions apply to Section 5 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

Costs and Expenses

- a) Costs and expenses of claimants for which **You** are legally liable.
- b) Other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Solicitors’ fees incurred with **Our** written consent for:
 - i. defence in any court of summary jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a coroner’s court or fatal accident inquiry in respect of any death

in connection with any event which is or may be the subject of indemnity under this Section.

Geographical Limits

- a) **Territorial Limits**; or
- b) elsewhere in the world arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits**.

Injury

Bodily injury, death, illness, disease, mental injury or nervous shock causing bodily injury.

Offshore

From the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any offshore rig offshore platform or offshore installation in the sea or tidal waters until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return.

Cover

What is Covered

We will indemnify You against all sums that You become legally liable to pay as **Compensation and Costs and Expenses** in respect of **Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Geographical Limits** and arising out of their employment by You in the course of the **Business**.

Our liability under this Section for **Compensation and Costs and Expenses** payable in respect of any one claim against You or series of claims against You arising out of one event will not exceed the amount stated in the **Schedule**.

What is not Covered

We will exclude liability:

- a) arising out of **Injury** to any **Employee** who is working visiting or travelling **Offshore**;
- b) as a result of **Terrorism** but as far as concerns **Injury** as a result of **Terrorism** to any **Employee** which arises out of and in the course of employment or engagement by You the limit of liability under this Section shall not exceed £5,000,000.
- c) for which compulsory motor insurance or security is required to be arranged by You under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other subsequent legislation amending or replacing such Act or Order and other compulsory road traffic act legislation
- d) of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by You.
- e) arising out of employment practices, disputes related to employment or prospective employment of any person or persons including but not limited to:
 - i. wrongful, unfair or constructive dismissal;
 - ii. denial of natural justice, defamation, misleading representation or advertising;
 - iii. refusal to employ a suitably qualified applicant or failure to promote; or
 - iv. coercion demotion, evaluation, relocation, punishment, slander, humiliation,

harassment, bullying or discrimination;

but this exclusion does not apply in respect of any damages for **Injury** required by any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered

A Court Attendance

In the event of any of the persons below attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required.

- a) any director or partner of the **Insured** - £250
- b) any **Employee** - £150

What is not Covered

B Health and safety at work

We will indemnify **You** and at **Your** request any director, partner or **Employee** in respect of legal **Costs and Expenses** incurred with **Our** consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) the Corporate Manslaughter and Corporate Homicide Act 2007,

Provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy**.

Our liability under this Extension for **Compensation** and **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

We shall not provide indemnity in respect of:

- a) any fines penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
- b) the costs and expenses of an appeal against improvement or prohibition notices;
- c) any costs and expenses covered by any other insurance policy;
- d) the costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**;
- e) the costs and expenses in respect of any deliberate act or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- f) the costs and expenses on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred in respect of a valid claim for **Compensation** under this

Section

- g) the costs and expenses in respect of any activity or risk excluded from the **Policy**.

Our liability under this Extension for **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

C Indemnity to Principal

We will subject to the terms of this **Policy** indemnify at **Your** request any principal in respect of liability in respect of **Injury** or loss of or **Damage** to material property to the extent that any **Contract** entered into by **You** with such principal so requires provided that:

- a) **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;
 - b) the principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this **Policy** as far as they can apply
 - c) the conduct and control of any claim is vested in **Us**;
 - d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause;
 - e) the indemnity granted this section shall only apply in respect of liability to any person who is an **Employee**.
-

D Unsatisfied Court judgements

At **Your** request **We** will pay to the **Employee** or the legal personal representatives of the **Employee** the amount of any **Compensation** and any awarded costs to the extent that they remain unsatisfied where a judgement has been obtained by such **Employee** or the legal personal representatives of such **Employee**:

- a) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in the **Business**;
 - b) against any company partnership or individual other than **You** operating from or resident in the **Premises** within the **Geographical Limits** in any court situated in the **Geographical Limits** and such judgement remains unsatisfied in whole or in part 6 months after the date of
-

judgement.

Provided that:

- i. the judgement is obtained in a court of law within the **Territorial Limits** against a company partnership or individual other than **You** conducting **Business** at or from **Premises** within the **Territorial Limits**;
- ii. there is no appeal outstanding;
- iii. the judgement relates to **Injury** which would otherwise be within the terms of the **Policy**.
- iv. If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

E Injury to working partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury**

Provided that:

- a) such **Injury** is sustained whilst working in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**;
- b) such **Injury** is caused by another working partner proprietor or **Employee**;

the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**.

Special Provisions that apply to Section 5 – Employers’ Liability

These special provisions apply only to this Section.

5.1 Discharge of Liability

We may pay the limit of indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the limit of liability.

5.2 Rights of Recovery

The indemnity granted by under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Section 6 – Public and Products Liability

This section is only operative if shown as Insured on the **Schedule**. All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the definitions on pages 12 to 17. The following additional definitions apply to this Section 6 shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Abuse

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use acts of hurting or injuring mentally physically by maltreatment or ill-use;
- b) acts of forcing sexual activity rape or molestation; or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

Geographical Limits

- a) **Territorial Limits**; or
- b) elsewhere in the world arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits** or involving **Goods**.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

in connection with any event which is or may be the subject of indemnity under this Section

Costs and Expenses

- a) Costs and expenses of claimants for which **You** are legally liable.
- b) Other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Solicitors' fees incurred with **Our** written consent for:
 - i. defence in any court of summary jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a coroners court or fatal accident inquiry in respect of any death.

Injury

Bodily injury, death, illness, disease, mental injury or nervous shock causing bodily injury.

Pollution and Contamination

- a) all pollution and contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all **Damage** to property or **Injury** directly or indirectly caused by such pollution and contamination.

Cover

| What is Covered | What is not Covered |
|---|--|
| <p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in connection with the Business or caused by Goods in the course of the Business as a result of:</p> | <p>The amount of the Excess shown in the Schedule</p> |
| <p>a) accidental Injury to any person;</p> <p>b) accidental loss of or Damage to property;</p> <p>c) obstruction trespass nuisance or interference with any right of way air or light or water or other easement;</p> <p>d) wrongful arrest malicious prosecution detention imprisonment eviction or accusation of shoplifting of any person (not being an Employee);</p> | <p>Any liability arising out of:</p> |
| <p>occurring within the Geographical Limits during the Period of Insurance.</p> | <p>a) Injury to any Employee partner or proprietor which arises out of and in the course of their employment or engagement by You.</p> |
| <p>Our maximum liability payable for Compensation under this Section in respect of:</p> | <p>b) loss of or Damage to any property owned loaned leased hired or rented to You.</p> |
| <p>a) any one claim against You;</p> <p>b) the aggregate of any series of claims against You arising out of one occurrence;</p> <p>c) the aggregate of all claims occurring during any one Period of Insurance caused by and arising from Goods;</p> <p>d) the aggregate of all claims occurring during any one Period of Insurance caused by and arising from Pollution or Contamination</p> | <p>c) loss or Damage to any property held in trust or in the custody of You any Employee or any other party who is carrying out work on Your behalf other than:</p> |
| <p>shall not exceed in the limit of indemnity stated in the Schedule</p> | <p>i. Employees Personal Effects and Customers Personal Effects;</p> <p>ii. any premises including their contents not being premises leased or rented to You which are temporarily occupied by You for the purpose of carrying out work therein or thereon;</p> |
| <p>Any Costs and Expenses which may be the subject of indemnity under this Policy will be payable in addition to the limit of indemnity</p> | <p>iii. any other material property on which You or any Employee or agent of You is or has been carrying out work but We will not indemnify You in respect of loss or Damage to that part of any material property being worked upon.</p> |
| | <p>d) ownership possession or use under the control of You or of any Employee of:</p> |
| | <p>i. any motor vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security;</p> |
| | <p>ii. any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).</p> |
| | <p>e) any Goods installed or incorporated in any craft designed to travel in or through air or space and which to Your knowledge was intended to be installed or incorporated in such craft.</p> |
| | <p>f) working or travelling Offshore or supplying Goods Offshore</p> |
| | <p>g) Damage to or the cost incurred by anyone in repairing removing installing erecting dismantling replacing re-applying rectifying modifying or reinstating any Goods supplied.</p> |

- h) advice instruction consultancy design formula specification inspection certification or testing provided separately for a fee or in circumstances where a fee would normally be charged other than in connection with **Goods** for which indemnity is provided under this Section.
- i) or caused by:
 - i. any professional negligence wrongful or inadequate treatment examination prescription advice by **You** or anyone acting on **Your** behalf, provided that this Exclusion shall not apply to the provision of emergency first aid;
 - ii. the failure or inadequacy (whether full or partial) of any product supplied to perform the function for which it was intended.
- j) any **Goods** supplied which could affect the safety or operation of nuclear installations.
- k) **Pollution and Contamination** occurring:
 - i. in the United States of America (or any territory within its jurisdiction) Canada;
 - ii. elsewhere other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- l) any work carried out on motor vehicles or motor cycles
- m) any work carried undertaken in any **Hazardous Trade or Location**.
- n) or directly or indirectly caused by or in connection with any fungus, (toxic) mould, mildew or allergens.
- o) any costs incurred in recalling or making refunds in respect of any **Goods** supplied;
- p) any action for damages brought in a court of law of any territory outside the **Territorial Limits** in which **You** have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding **Your** Power of Attorney;
- q) any claims against **You** or orders for **Compensation** and **Costs and Expenses** within the legal jurisdiction of the United States of America, Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world;
- r) **Injury** or property **Damage** caused by or in

connection with any **Goods** sold or supplied by **You** which to **Your** knowledge are directly or indirectly exported to the United States of America (or any territory within its jurisdiction) or Canada

- s) **Injury** loss **Damage** cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of **Asbestos** or materials containing **Asbestos**
- t) or caused by:
 - i. the consumption, inhalation of smoke produced by the burning of, exposure to or use of tobacco; or
 - ii. the consumption, inhalation of or exposure to vapour produced by any electronic cigarette or personal vaporizer.

In addition, this Section shall not apply to liability or indemnity arising directly or indirectly out of the sale of e-cigarettes or accessories sold by the **Insured** which do not conform with applicable health, safety and environmental protection standards.

Any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

Any liability which is insured by or would but for the existence of this Section be insured by any other policy

Any amount in excess of £1,000,000 in respect of any one loss in relation to the use or application of heat including but not limited to the use of any blow lamp blow torch flame gun or hot air gun electric gas or other welding cutting portable grinding equipment or other form of naked flame carried out away from **Your Premises**

Any liability arising directly or indirectly from **Terrorism**

Any liability arising directly or indirectly from **Abuse**.

Extensions – Public Liability

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

| What is Covered | What is not Covered |
|---|---|
| <p>A Court Attendance</p> <p>A In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:</p> <ul style="list-style-type: none">a) any director or partner of the Insured - £250b) any Employee - £150 | |
| <p>B Cross Liabilities</p> <p>If there is more than one Insured specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each.</p> | <p>Our total liability shall not exceed the limit of indemnity stated on the Schedule.</p> |
| <p>C Data Protection Regulations</p> <p>We will indemnify You in respect of legal liability to pay damages and claimants legal costs and expenses for damage or distress under the Data Protection Regulations not otherwise insured under the Policy and first made against You during the Period of Insurance</p> <p><u>Provided that</u> notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this extension apply in respect of the total of all claims during any one Period of Insurance You have registered in accordance with the terms of the Data Protection Regulations or has applied for such registration which has not been refused or withdrawn.</p> | <p>Any liability in respect of:</p> <ul style="list-style-type: none">a) 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000;b) Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;c) any Damage or distress caused by any act of fraud or dishonesty;d) the Costs and Expenses of rectifying rewriting reinstating or erasing Personal Data;e) the recording processing or provision of Personal Data for reward or to determine the financial status of any person;f) a Contract;g) against liability in respect of Injury to any person or Damage to material property;h) any fines or penalties;i) the provision by You of the services of a Data Processor <p>Our liability shall not exceed the amount stated as the limit of indemnity in the Schedule</p> |

D Defective Premises Act

We will indemnify **You** in respect of **Injury** or loss or **Damage** to property which **You** may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by **You** and which prior to disposal were owned or occupied by **You** in connection with the **Business**.

Any liability for:

- a) which **You** are entitled to indemnity under any other insurance policy;
- b) **Injury** or loss or **Damage** prior to any such disposal; and
- c) the cost of repairing, replacing or reinstating any defect or alleged defect in such premises.

E Health and safety at work

We will indemnify **You** and at **Your** request any director, partner or **Employee** in respect of legal costs and expenses incurred with **Our** consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) the Corporate Manslaughter and Corporate Homicide Act 2007,

provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy**.

Our liability under this Extension for **Compensation** and **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

We shall not provide indemnity in respect of:

- a) any fines penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
- b) the **Costs and Expenses** of an appeal against improvement or prohibition notices;
- c) any **Costs and Expenses** covered by any other insurance policy;
- d) the **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**;
- e) the **Costs and Expenses** in respect of any deliberate act or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- f) the **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred in respect of a valid claim for **Compensation** under this Section
- g) the **Costs and Expenses** in respect of any activity or risk excluded from the **Policy**.

F Indemnity to Principal

We will indemnify any principal under this Section against liability in respect of **Injury** or loss of or **Damage** to material property to the extent that any **Contract** or agreement entered into by **You** with any principal so requires,

provided that:

- a) indemnity under the **Policy** would have been provided had a claim been made against **You**;
- b) the principal shall observe fulfil and be subject to the terms conditions and

Endorsements of this **Policy** as far as they can apply;

- c) the conduct and control of claims is vested in **Us**;

the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

G Leased or Rented Premises

We will indemnify **You** in respect of **Damage** to the **Premises** (including fixtures and fittings) leased or rented and occupied by **You** in connection with the **Business**.

We shall not provide indemnity against liability assumed by **You** under any agreement which would not have attached in the absence of such agreement.

H Overseas Personal Liability

We will within the terms of this Extension indemnify **You** and/or at **Your** request any director partner or **Employee** or any spouse or child of any such persons who are accompanying such persons in respect of liability incurred in a personal capacity in connection with an event occurring in a country outside of the **Geographical Limits** whilst on a temporary visit to such country in connection with the **Business**,

provided that:

- a) any person entitled to indemnity under this Extension shall as though they were **You** be subject to the terms Exclusions and Conditions of the **Policy** insofar as they can apply;
- b) nothing in this Extension shall increase **Our** liability to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

We shall not provide indemnity against liability:

- a) arising under a **Contract**;
- b) for which indemnity is provided by any other insurance policy;
- c) in respect of **Damage** to material property belonging to or in the custody or under the control of any person entitled to indemnity under this extension;
- d) in respect of **Injury** to any person entitled to indemnity under this extension;
- e) caused by or arising from:
 - i. the ownership or occupation of land or buildings;
 - ii. the carrying on of any **Business** profession trade or employment;
 - iii. the ownership possession or use of animals other than domestic dogs or cats.

Extensions – Products Liability

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered

A Consumer Protection and Food Safety Acts

We will provide indemnity to **You** and at **Your** request any director, partner or **Employee** in respect of legal **Costs and Expenses** incurred with **Our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and sections 7 and 8 of the Food Safety Act 1990 including such legal **Costs and Expenses**

What is not Covered

We shall not provide indemnity in respect of:

- a) any fines penalties or awards;
- b) Any **Costs and Expenses** covered by any other insurance policy;
- c) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity

incurred in an appeal against a conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**

under this section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;

- d) proceedings which arise out of any activity or risk excluded from this **Policy**.

B Cross Liabilities

If there is more than one **Insured** specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each.

Our total liability shall not exceed the limit of indemnity stated on the **Schedule**.

Additional Extensions - Public and Products Liability

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered

What is not Covered

A Legionellosis

Notwithstanding any exclusion for **Pollution and Contamination**, **We** will provide indemnity to **You** in respect of liability for **Injury** caused by **Legionellosis** arising out of **Your Business** provided that all claims arising out of the same isolated repeated or continuing incidence of **Legionellosis** shall be deemed to be made in the same **Period of Insurance** when:

- a) the first claim was first made in writing to **You**, a director or partner and notified to **Us**; or
- b) the first notification of any circumstance was first made to **Us**;

For the purposes of this extension the term '**Legionellosis**' shall be defined as follows:

The discharge, release or escape of legionella from water tanks, water systems, air conditioning plants, cooling towers and the like

Our liability under this extension for **Compensation** and **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed the limit of indemnity in the **Schedule**;

We will not be liable for any **Injury** caused by **Legionellosis** occurring in the United States of America or Canada.

B Financial Loss (only operative if shown on the Schedule)

We will indemnify **You** against all such sums that **You** shall become legally liable to pay as damages and **Costs and Expenses** of claimants in respect of accidental **Financial Loss**, provided that the indemnity will only apply to:

- a) a claim which is first made in writing against **You** during the **Period of Insurance**;

Our liability under this Extension arising out of all claims first made against **You**;

- a) during any one **Period of Insurance** shall not in the aggregate exceed the sum as shown in the **Schedule**; and
- b) shall exclude the first 10% of all damages

and

- b) which is notified to **Us** during the same **Period of Insurance** or within 30 days after the expiry of such **Period of Insurance**

For the purposes of this extension **Financial Loss** shall mean an economic loss incurred by a third party where there is no **Injury** or **Damage**.

and claimants **Costs and Expenses** payable in respect of each and every claim made against **You** subject to **You** being responsible for a minimum amount of £5,000 in respect of each and every such claim.

The indemnity provided by this Extension will not apply to legal liability:

- c) in respect of:
 - i. **Injury** to any person;
 - ii. loss of or **Damage** to material property;
 - iii. nuisance trespass obstruction loss of amenities or interference with any right of way air light or water; or
 - iv. wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy.
- d) arising under a **Contract**;
- e) for the actual cost or value of any **Goods** supplied or the replacement, repair, removal or reinstatement of any **Goods** supplied;
- f) for:
 - i. liquidated damages fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty;
 - ii. libel slander or passing off or infringement of patent copyright trademark or trade name;
 - iii. **Financial Loss** sustained by any **Employee** arising out of or in the course of employment by **You**.
- g) caused by or arising from:
 - i. breach of professional duty or service or any error or omission in estimates or advice given by **You** or on **Your** behalf in a professional capacity or in design plan drawings or specification for which a fee is charged or would normally be charged;
 - ii. property in the custody or under **Your** control or any **Employee** or failure to return such property;
 - iii. the storage processing or transmission by **You** or on **Your** behalf of **Data**;
 - iv. delay non-completion or non delivery;

- v. any act of fraud or dishonesty by **You** or any **Employee**; or
 - vi. any circumstances known to **You** at inception of this extension which may give rise to a claim for **Financial Loss**.
- h) arising:
- i. outside the **Territorial Limits**;
 - ii. out of any cause giving rise to **Financial Loss** happening before the effective date shown in the **Schedule**.

Conditions that apply to Section 6 – Public and Products Liability

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** may not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk a claim occurring under this **Policy**

If **You** do not comply with these conditions **We** may not pay **Your** claim.

6.1 Heat Application Condition

It is a condition precedent to **Our** liability under this **Policy** that the following precautions are to be complied with in relation to any following work carried out away from **Your Premises**:

- a) Work involving application of heat including, but not limited to the use of any blow lamp, blow torch, flame gun or hot air gun, electric gas oxy-acetylene or other welding cutting, portable grinding equipment or other form of naked flame;
 - i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected and wherever practicable all combustible material is to be removed to a distance not less than 10 metres from the point of work. Where such material cannot be removed it must be covered by overlapping sheets of non-combustible material or afforded equivalent protection
 - ii. Suitable fire extinguishing appliances, not less than 2 in number, are to be kept available for immediate use at the point of work. Fire extinguishers should be full and in working order with a capacity of at least 6 litres and located no more than 2 metres from the area of work
 - iii. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
 - iv. Hot air guns are to be switched off when unattended and immediately after use
 - v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use
 - vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
 - vii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
 - viii. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work

and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition). A further check is to be made 30 minutes and again at 60 minutes immediately following the completion of each period of work. A suitable **Employee** is to be responsible for fire safety for each period of work and to damp down the area of the proposed work whilst the hot works is being carried out and for at least 15 minutes following any interruption to and/or cessation of the hot work.

- ix. any work involving the application of heat is only carried out by a suitably experienced **Employee** or contractor
- x. any work involving the application of heat will cease at least 1 hour before work at the premises finishes for the day

b) Work involving asphalt or bitumen tar boilers;

- i. Regulation spill trays are to be used
- ii. All tar boilers are to be kept wholly at ground level
- iii. The equipment and work is not to be left unattended at any time whilst in use
- iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
- v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

c) No such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and the occupier has specifically approved the applicable safety arrangements.

6.2 Bona Fide Sub Contractors

The following conditions apply to this Section in where work is undertaken on **Your** behalf by any sub-contractor other than a labour only sub-contractor:

- a) **You** must take reasonable steps to obtain confirmation from the sub-contractor prior to starting work that they have insurance in force throughout the period of the work they are undertaking;
- b) A written record must be retained by **You** for inspection by **Us** if a claim arises for which the sub-contractor may have a responsibility showing evidence of:
 - i. Employers' liability insurance in the name of the sub-contractor covering liability to employees in accordance with any law relating to compulsory insurance;
 - ii. Public liability insurance covering the legal liability of the sub-contractor to anyone who is not one of their employees and which:
 - I. has a limit of indemnity not less than the public liability limit of liability shown in **Your Schedule** or any other amount agreed by **Us** in writing;
 - II. includes a clause providing benefit of cover to **You** in similar terms to Extension F (Indemnity to Principal) of Section 6 - Public Liability;
 - III. covers the type of work carried out by the sub-contractor in connection with works being undertaken

6.3 Housing Grants Construction and Regeneration Act 1996

The following conditions apply to this Section, in respect of any event and/or occurrence which may be the subject of indemnity under this Section arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants Construction and Regeneration Act 1996 that:

- a) **You** give immediate notice directly to **Us** of:

- i. receipt of any notice of intent or other documents making reference to adjudication;
 - ii. becoming aware that a dispute is likely to be referred to adjudication;
 - iii. a decision by **You** to refer a dispute to adjudication.
- b) **You** will:
- i. provide full written details and/or any other applicable evidence in respect of any matter notified under (a) above directly to **Us** within 48 hours of it occurring by registered post;
 - ii. meet any request direction or timetable of the adjudicator.
- c) **You** will not without **Our** written consent:
- i. make any admission offer promise payment in respect of any matter which is the subject of indemnity under this **Policy**;
 - ii. agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution.
- d) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim for indemnity or **Damages** or otherwise involving a dispute referred to adjudication subject always to the terms exclusions conditions and limitations of this **Policy**.

6.4 Underground Services Condition

We shall not indemnify **You** in respect of **Damage** to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations unless the undernoted precautions are complied with on each occasion:

- a) prior to the commencement of any excavation digging boring or earth moving work **You** shall take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures;
- b) **You** shall convey the location of such underground pipes cables mains and other services to those **Employees** or contractors carrying out such work on **Your** behalf;
- c) **You Your Employees** or any contractors carrying out work shall adopt or cause to be adopted a method of work which minimises the risk of **Damage** to such underground pipes cables mains and other services.

Section 7 - Contract Works Own and Hired in Plant and Tools

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 7 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Contract Price

The sum agreed between **You** and **Your** principal or his employee as payment or completion of the **Contract Works** or where there is no principal or employee the value of the **Contract Works** to be completed on site.

Contract Works

- a) temporary or permanent works completed or to be completed as part of any **Contract**; and/or
- b) materials and **Property** for incorporation whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Territorial Limits** to the extent that **You** are responsible under any **Contract**.

Existing Structures

Any property (including fixtures fittings and contents) which prior to the commencement of any **Contract** forms part of any structure.

Hired in Plant

Plant scaffolding, site huts and temporary buildings hired in by **You** for use in connection with any **Contract** while anywhere within the **Territorial Limits** and including transit other than by sea or air.

Insured

Each of **Your** directors partners principals or any person under a permanent contract of service with **You**.

Maintenance Period

The period during which **You** are responsible for rectifying defects following **Practical Completion** indicated in the conditions of the **Contract** but not exceeding 12 months.

Own Plant

Plant scaffolding, site huts and temporary buildings owned by **You** while anywhere within the **Territorial Limits** and including while in transit other than by sea or air.

Practical Completion

Contract Works which are:

- a) completed; or
- b) complete except for the prospective buyers or tenant's choice of decorations or final fitments.

Property Insured

- a) the **Contract Works**;
- b) **Own Plant** and **Hired in Plant** which **You** own or for which **You** are responsible as stated in the **Schedule**;
- c) **Tools and Business Equipment**.

Tools and Business Equipment

Hand tools handheld portable power tools ladders and **Business** materials and mobile phones belonging to or borrowed or leased by any **Insured**.

Cover

| What is Covered | What is not Covered |
|---|--|
| <p>We will indemnify You in respect of Damage to the Property Insured sustained within the Territorial Limits during the Period of Insurance.</p> | <p>We shall not indemnify You under this Section for:</p> <ul style="list-style-type: none">a) the amount of the Excess;b) liquidated damages fines or any other penalties under Contract for delay or non-completion or loss of market;c) Damage due to any wilful act or wilful neglect by You;d) Damage:<ul style="list-style-type: none">i. by disappearance or shortage discovered only when an inventory is taken, or which is not traceable to an event;ii. caused by pollution or contamination other than that of or to the Property Insured.e) Damage to any part of the permanent works:<ul style="list-style-type: none">i. for which a certificate of completion has been issued;ii. which has been completed and handed over to Your employer or principal; oriii. taken into use unless the Damage occurs:<ul style="list-style-type: none">I. during the Maintenance Period but caused before the beginning of the Maintenance Period;II. while You are carrying out Your obligations under the Maintenance Period;III. within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.f) Damage as a result of:<ul style="list-style-type: none">i. normal upkeep maintenance repair or making good wear and tear or gradual deterioration |

depreciation erosion the action of light change in temperature or atmosphere moths vermin insects or parasites;

- ii. frost corrosion dampness rust dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising mildew mould or toxic mould or other deterioration;
 - iii. mechanical or electrical breakdown or derangement or from adjustment or repair;
 - iv. confiscation nationalisation requisition seizure or wilful destruction by any government public municipal local or customs authority.
 - v. any process of cleaning restoring adjusting normal maintenance or repair use contrary to the manufacturer's instructions or interference with any component part;
- g) **Damage to:**
- i. **Existing Structures;**
 - ii. any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than any such vehicle used solely as a tool of trade;
 - iii. any aircraft drone or waterborne vessel;
 - iv. property for which **You** are relieved of responsibility by the conditions of the **Contract**;
 - v. rubber tyres by the application of brakes or by punctures cuts or bursts;
 - vi. **Contract Works** in connection with **Hazardous Trades and Locations**.
- h) In respect of **Tools and Business Equipment**, any **Damage**:
- i. by theft or attempted theft:
 - I. from any **Unattended Vehicle** or open or soft-topped motor vehicle unless;
 - all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the **Property Insured** is hidden from view;
 - such vehicle is in a securely locked

building or compound which has secure walls and/or fences and securely locked gates between the hours of 9.00pm and 6.00am.

II. whilst left unattended:

- on any site or premises where **You** are or any **Employee** is carrying out work;
- elsewhere unless stored in a securely locked room or building.

III. by any **Insured** or **Employee**.

ii. to cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature unless caused by fire, lightning or **Storm** or the theft of a complete item.

- i) **Indirect Loss** of any kind;
- j) unexplained disappearance or inventory shortage;
- k) property more specifically insured.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no **Property Insured** shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

| What is Covered | What is not Covered |
|---|--|
| <p>A Architects surveyors legal and consulting engineers' fees</p> <p>The reasonable fees necessarily incurred following Damage insured by this Section to reinstate or repair the Contract Works</p> | <p>Our liability under this extension will not extend to include any fees incurred for preparing any claim where more specifically insured.</p> |
| <p>B Continuing hire charges</p> <p>We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any Hired in Plant insured under this section provided that the cover for Your Own Plant and/or Hired in Plant is operative</p> | <p>Our liability under this extension will not extend to include Damage due to any wilful act or wilful neglect by You or any amount in excess of £50,000 in respect of any one loss.</p> |
| <p>C Debris removal</p> <p>The reasonable costs and expenses necessarily incurred with Our consentin:</p> <ul style="list-style-type: none">a) removing debris from the Contract Site and the area immediately adjacent;b) dismantling and / or demolishing shoring up or propping of the portion or portions of the Property Insured; | <p>Any costs or expenses arising from pollution or contamination of property not insured by this Section or any property more specifically insured.</p> <p>Any amount in excess of 25% of the estimated Contract Price.</p> |

- c) clearing and/or repairing drains and service mains on site.

D European Community and public authorities (including undamaged property)

The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation;
- b) buildings or other regulations under or framed in pursuance of any acts of parliament or local authority bye-laws provided that the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this extension not being increased.

Provided also that if **Our** liability under this Section apart from this extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability under this extension will be reduced in proportion.

Our liability under this extension will not extend to include:

- a) any **Damage** occurring prior to the granting of this extension;
- b) any amount in excess of 50% of the **Contract Price**;
- c) in respect of undamaged **Property Insured** any amount in excess of 15% of the amount **We** would have been liable to pay had the **Property Insured** been wholly destroyed;
- d) any costs incurred in respect of **Damage** not insured by this Section;
- e) associated with an existing requirement which has to be implemented within a given period;
- f) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulation of by laws;
- g) where notice was served upon **You** before the **Damage** occurred.

E Expediting costs

The reasonable costs and additional charges for overtime night-work work on public holidays express freight and the like necessarily incurred following **Damage** to reinstate or repair the **Contract Works** as part of a claim under this Section.

Our liability under this extension will not extend to include:

- a) any costs in excess of 10% of the estimated **Contract Price** or £10,000 whichever is the lesser;
- b) any costs incurred which would result in the completion of the **Contract** at a faster rate than would have been obtained had **Damage** not occurred.

F Free issue materials

The **Contract Works** will include any free issue material for incorporation into the **Contract** which are:

- a) issued free to **You** or on behalf of **Your** employer; and
- b) for which **You** are responsible under conditions of the **Contract**.

G Immobilised plant

We will indemnify You for the necessary costs incurred in the recovery of **Your Own Plant** and/or **Hired in Plant** which may become immobilised or immovable as a result of **Damage** insured by this Section whilst being used in connection with any **Contract** undertaken by You provided that the **Cover** for **Your Own Plant** and/or **Hired in Plant** is operative.

Our liability under this extension will not extend to include immobilisation or immovability due to mechanical or electrical breakdown.

H Indemnity to principals

The interest of Your employer/principal solely to the extent required by the conditions of **Contract** in force between You and Your employer/principal is included provided that each person will as though they were You observe fulfil and be subject to the terms of this **Policy** insofar as they can apply.

I Off-site storage

The insurance by this section extends to apply to materials allocated to any **Contract** whilst temporarily stored anywhere within the **Territorial Limits** provided You are responsible for them under the **Contract**.

J Re-drawing plans and documents

The reasonable costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other **Contract** documents following **Damage**.

Our liability under this Extension will not extend to include any costs and expenses in excess of £50,000 in respect of any one loss

Special Provisions that apply to Section 7 – Contract Works Own and Hired in Plant and Tools

These special provisions apply only to this Section.

7.1 Automatic Reinstatement of sum insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

7.2 Basis of Claims Settlement

In the event of **Damage** to **Contract Works** the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Contract Works** to a condition substantially the same as but not better or more extensive than its condition at the time of the **Damage**.

We shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of repair.

In the event of **Damage** to **Tools and Business Equipment Own Plant** or **Hired in Plant** the basis of settlement shall be the replacement repair or restoration of such items and shall be limited to the market value at the time of the **Damage** of such items

7.3 Average

If at the time of the **Damage** the sum insured is less than the total value of the **Property Insured** **You** will be considered as **Your** own Insurer for the difference and bear a proportionate share of the loss

7.4 Limit of Liability

- a) **Our** liability for the repair or restoration of the **Contract Works Damaged** in part only shall not exceed the amount which would had been payable had such **Contract Works** been wholly destroyed.
- b) **Our** liability for the replacement repair or restoration of **Tools and Business Equipment Own Plant** or **Hired in Plant** in part only shall not exceed the amount which would had been payable had such **Own Plant** or **Hired in Plant** been wholly destroyed.
- c) The maximum amount payable in respect of any one loss under this Section shall not exceed the sum insured stated against each item in the **Schedule**

Section 8 – All Risks (Specified Items)

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definition applies to this Section 8 and shall keep the same meaning wherever it appears in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Geographical Area

- a) the **Premises**
- b) anywhere in the **Territorial Limits**
- c) anywhere in the **Territorial Limits** or in any country of the European Union
- d) anywhere in the world

Cover

What is Covered

We will indemnify You against **Damage** to the **Property** specified in the **Schedule** by any accident or misfortune of a fortuitous nature occurring anywhere in the **Geographical Area** shown on the **Schedule** for an amount in respect of:

- a) **Property** lost or stolen - such sum as shall be equal to the intrinsic value of the **Property** at the time of the loss.
- b) **Damage to Property** - such sum as shall be sufficient to make good the **Damage**.

What is not Covered

The amount of the **Excess** shown in the **Schedule** next to each item insured under this Section

Damage:

- a) by theft or attempted theft from any **Unattended Vehicle** or open or soft-topped motor vehicle unless
 - all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the **Property** is hidden from view;
 - such vehicle is in a securely locked building or compound which has secure walls and/or fences and securely locked gates between the hours of 9.00pm and 6.00am.
- b) by theft or attempted theft to **Property** left unattended unless contained in a securely locked building or compound
- c) by wear and tear depreciation erosion the action of light or atmosphere moths vermin insects or parasites;
- d) any process of cleaning dyeing restoring adjusting or repairing;
- e) by normal maintenance or repair;
- f) by frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring

scratching bruising or deterioration mildew mould or toxic mould;

- g) due to any change in temperature;
- h) arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part;
- i) arising from its own mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire;
- j) by official confiscation or detention;
- k) due to the erasure or distortion of information on **Computer and Electronic Business Equipment** or their records.
- l) to any **Property** more specifically insured by **You** or on **Your** behalf
- m) to glass china earthenware marble or other fragile or brittle objects
- n) in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities works of art or rare books
- o) to **Money**
- p) by unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- q) to motor vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft aircraft or drones
- r) to livestock growing crops or trees
- s) caused by or consisting of inherent vice latent defect or its own faulty or defective design or materials
- t) by acts of fraud or dishonesty by **Your Employees**;

Special Provisions that apply to Section 8 – All Risks (Specified Items)

These special provisions apply only to this **Policy** section.

8.1 Average

If at the time of the **Damage** the sum insured is less than the total value of the **Property** **You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss.

8.2 Automatic Reinstatement

In the event of loss, the limits stated in the **Policy** will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

Section 9 – Commercial Legal Expenses

All General Exclusions, General Conditions and some General Claims Conditions also apply to this section

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 9 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Appointed Advisor

The

- a) solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- b) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Business

The occupation, trade profession or enterprise carried out by the entity shown in the **Schedule** that attaches to this **Policy**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either:

- a) 100% “no-win no-fee” or
- b) where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either:

- a) 100% “no-win no-fee” or
- b) where discounted, that a discounted fee is payable.

Legal Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.2;
- b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee’s** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention under insured event 10 – Crisis Communication.
- f) health and safety executive fees for Intervention
- g) the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 9 c) where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service

Employee

A worker who has or alleges they have entered into a contract of service with **You**, provided they have been declared to **Us**.

Insured

- a) **You, Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- b) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

Insurer/We/Us/Our

The insurance company named in the **Schedule** on whose behalf this insurance document is issued.

Period of Insurance

The period shown in the **Schedule** to which this **Policy** attaches. (The period of insurance shall otherwise expire on earlier cancellation of this **Policy**.)

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 11 Contract and Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limits

- a) For Insured Events 4 Legal Defence, 5 Compliance & Regulation and 11 Contract & Debt Recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union
- b) For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

You, Your

The individual, partnership or corporate body named in the **Schedule**, including any subsidiary and/or associated companies declared to **Us**.

Cover

Following an insured event, the **Insurer** will pay **Legal Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B – Employment Compensation Awards) up to:

- a) the limit of indemnity specified in the **Schedule** to which this **Policy** attaches for all claims related by time or originating cause;
- b) an aggregate limit of £1,000,000 for compensation awards under Insured event 1.B Employment compensation awards;

subject to all of the following requirements being met:

- a) **You** have paid the insurance premium;
- b) The **Insured** keeps to the terms of this **Policy** and cooperates fully with **Us**;
- c) Unless otherwise stated in this **Policy**, the insured event arises in connection with **Your Business** and occurs within the **Territorial Limits**;
- d) the claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to **Us**:
 - i. during the **Period of Insurance**; and
 - ii. as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- e) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us**:
 - i. in any claim to be heard by an Employment Tribunal; and/or
 - ii. before proceedings have been or need to be issued.
- f) any dispute will be dealt with through mediation or by a court, tribunal, advisory conciliation and arbitration service or a relevant regulatory or licensing body within the **Territorial Limits**.

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim form.

1. Employment Disputes and Compensation Awards

What is Covered

A. Employment Disputes

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their:

- a) contract of service with **You**; and/or
- b) related legal rights.

A claim can be made under this Section if the **Policy** provided that all internal procedures as set out in the:

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in

What is not Covered

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal;
- b) actual or alleged redundancy that is notified to **Employees** within 180 days of the start of this **Policy**, except where **You** have had equivalent cover in force up until the start of this **Policy**;
- c) costs **You** incur to prepare for an internal disciplinary hearing, grievance or appeal;
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-

have been or ought to have been concluded.

B. Employment Compensation Awards

Following a claim **We** have accepted under insured event 1.A. above – Employment, the **Insurer** will pay any:

- a) basic and compensatory award awarded against **You** by a tribunal or;
- b) an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

- i. agreed through mediation or conciliation or under a settlement approved by **Us** in advance;
- ii. or awarded by a tribunal judgment after full argument unless given by default.

Compensation awards and settlements relating to:

- a) money due to an **Employee** under a contract or a statutory provision relating thereto;
- b) trade union membership, industrial or labour arbitration or collective bargaining agreements;
- c) civil claims or statutory rights relating to trustees of occupational pension schemes.

C. Employment Restrictive Covenants

- a) a dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i. is designed to protect **Your** legitimate **Business** interests, for a period not exceeding 12 months; and
 - ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee**; and
 - iii. extends no further than is reasonably necessary to protect the **Business** interests.
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

2. Tax Disputes

| What is Covered | What is not Covered |
|--|---|
| <ul style="list-style-type: none"> a) a formally notified enquiry into Your Business tax; b) a dispute about Your compliance with HMRC regulations relating to Your Employees, workers or payments to | <p>Any claim relating to:</p> <ul style="list-style-type: none"> a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions; |

- contractors;
- c) a dispute with HMRC about value added tax.

Provided that:

- i. **You** keep proper records in accordance with legal requirements; and
- ii. in respect of any appealable matter **You** have requested an Internal Review from HMRC where available.

- b) an investigation by the Fraud Investigation Service of HMRC;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **Your** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom;
- e) **Your** failure to register for VAT.

3. Property

What is Covered

A dispute relating to material property which **You** own or is **Your** responsibility:

- a) following an event which causes physical damage to **Your** material property;
- b) following a public or private nuisance or trespass;
- c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not Covered

Any claim relating to:

- a) a contract between **You** and a third party except for a claim under 3 (c);
- b) goods lent or hired out;
- c) compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

4. Legal Defence

What is Covered

- a) a criminal investigation and/or enquiry by:
 - i. the police; or
 - ii. other body with the power to prosecute;
 where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.
- b) The charge for an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.

What is not Covered

Any claim relating to a parking offence.

5. Compliance & Regulation

What is Covered

- a) Receipt of a Statutory Notice that imposes terms against which **You** wish to appeal.
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.

What is not Covered

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal;
- b) a routine inspection by a regulatory

- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **You** for compensation under the Data Protection Act 2018 provided that:
 - i. **You** are registered with the Information Commissioner;
 - ii. **You** are able to evidence that **You** have in place a process to
 - I. investigate complaints from **Data Subjects** regarding a breach of their privacy rights
 - II. offer suitable redress where a breach has occurred and that **Your** complaints process has been fully engaged.
- e) A civil action alleging that an **Insured** has:
 - i. committed an act of unlawful discrimination; or
 - ii. failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **Your Employees** authority;
- c) an enquiry, investigation or enforcement action by HMRC;
- d) a claim brought against **Your Business** where unlawful discrimination has been alleged.

6. Statutory Licence Appeals

What is Covered

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a statutory licence or compulsory registration required to run **Your Business**.

What is not Covered

7. Loss of Earnings

What is Covered

The **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on Jury Service which results in loss of earnings.

What is not Covered

Any sum which can be recovered from the court or tribunal.

8. Personal Injury

What is Covered

An event that causes bodily injury to, or the death of, an **Insured**.

What is not Covered

Any claim arising from or relating to a condition, illness or disease which develops gradually over time.

9. Executive Suite

| What is Covered | What is not Covered |
|--|--|
| <p>This insured event applies only to the principal, executive officers, directors and partners of Your Business.</p> <ul style="list-style-type: none">a) A HMRC enquiry into the executive's personal tax affairsb) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from Your Businessc) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helplined) A dispute that arises from the terms of Your Business partnership agreement that is to be referred to mediatione) Crisis communication as described in Insured event 10 below shall be available to the principal, executive officers, directors and partners of the Business for matters occurring in their private and personal capacity that cause significant adverse publicity that cause significant adverse publicity or reputational damage | <p>Any claim arising from or relating to:</p> <ul style="list-style-type: none">a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions;b) an investigation by the Fraud Investigation Service of HMRC;c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements;d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom;e) a parking offence;f) costs incurred in excess of £25,000 for a claim under 9d) and 9e). <p>Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.</p> |

10. Crisis Communication

| What is Covered | What is not Covered |
|---|--|
| <p>Following an event which causes Your Business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business, We will</p> <ul style="list-style-type: none">a) liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Policy, or acts on Your behalf under any other Policy), to draft a media statement or press release; and/orb) prepare communication for Your customers/staff and/or a telephone or website script and/or or social media messaging;c) arrange, support and represent an Insured at an event which media will be reporting;d) support the Insured by taking phone calls/email messages and managing | <p>Any claim relating to:</p> <ul style="list-style-type: none">a) matters that should be dealt with through Your normal complaints procedures;b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;c) Legal Costs & Expenses in excess of £25,000. |

- interaction with media outlets;
- e) support and prepare the **Insured** for media interviews;

provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

11. Contract and Debt Recovery

| What is Covered | What is not Covered |
|--|---|
| <p>A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.</p> | <p>Any claim relating to:</p> <ul style="list-style-type: none"> a) an amount which is less than £200; b) a dispute with a tenant or lessee where You are the landlord or lessor; c) the sale or purchase of land or buildings; d) loans, mortgages, endowments, pensions or any other financial product; e) computer hardware, software, internet services or systems which: <ul style="list-style-type: none"> i. have been supplied by You; or ii. have been tailored to Your requirements. f) a breach or alleged breach of a professional duty by an Insured; g) the settlement payable under an insurance policy; h) a dispute relating to an Employee or ex-Employee i) adjudication or arbitration. |

General Conditions applicable to Section 9 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of the **Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. The **Insured** must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.
- c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer**.
- d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

B. Freedom to choose an Appointed Advisor

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) if:
 - i. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**; or
 - ii. there is a conflict of interest;the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal, **We** shall always choose the **Appointed Advisor**.
- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- e) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- f) in respect of pursuing a claim under insured event 11 – Contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

C. Consent

- a) the **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) an **Insured** must have **Your** agreement to claim under this **Policy**.

D. Settlement

- a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

E. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister at the **Insured's** own cost if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Condition F below.

F. Arbitration

If any dispute between the **Insured** and **Us** arises from this **Policy**, the **Insured** can make a complaint to **Us** as described on the back page of this **Policy** and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask

them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and the **Insured** fail to agree on a suitable person to arbitrate the matter, **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

G. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this **Policy** did not exist; even if the other insurer refuses the claim.

H. Fraudulent claims and claims tainted by dishonesty

- a) If the **Insured** makes any claim which is fraudulent or false, the **Policy** shall immediately become void and all benefit under it will be lost.
- b) An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of any claim, it appears to the **Appointed Advisor** that the **Insured** has breached this condition and that the breach has:
 - i. affected **Our** assessment of **Reasonable Prospects of Success**; and/or
 - ii. prejudiced in any part the outcome of the **Insured's** claim;

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

I. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments, bodies and rules referred to within this Section of the **Policy** shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel islands and any subsequent amendment or replacement. This Section of the **Policy** will be governed by English law.

J. Contracts (Rights of Third Parties) Act 1999

A person who is not insured by this contract has no right to enforce the terms and conditions of this **Policy** under the Contracts (Rights of Third Parties) Act 1999.

General Exclusions applicable to Section 9 Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- a) costs or compensation awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation against the **Insured** involving:
 - i. assault, violence, malicious falsehood or defamation;
 - ii. indecent or obscene materials;
 - iii. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs;
 - iv. illegal immigration;
 - v. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activitiesexcept in relation to Insured event 10 Crisis communication
- d) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to insured event 1.A – Employment), or loss or damage to property owned by the **Insured**;
- e) National Minimum Wage and/or National Living Wage Regulations;
- f) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C – Employment Restrictive Covenants).
- g) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Insured event 9 d);
- h)
 - i. a franchise agreement;
 - ii. an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- i) a judicial review;
- j) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition F – Arbitration;
- k) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under insured event 1.B – Employment Compensation Awards) or costs awarded against the **Insured** by a court of criminal jurisdiction.

Claims Procedure for Section 9 – (Commercial Legal Expenses)

Telling Us about Your claim

- 1) If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
- 2) If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this **Policy**.
- 3) A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning **Us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **Us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send the **Insured** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the **Policy**, **We** will write to the **Insured** either:
 - a) confirming cover under the terms of this **Policy** and advising the **Insured** of the next steps to progress their claim; or
 - b) if the claim is not covered, **We** will explain in full the reason why and advise whether **We** can assist in another way
- 3) When a representative is appointed they will try to resolve the **Insured's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

General Policy Conditions

You must comply with the following conditions to have the full protection of the **Policy**. If **You** do not comply with these conditions **We** may not pay **Your** claim.

Each Section of the **Policy** has conditions and they must be read in conjunction with the following General Policy Conditions:

A. Alteration of risk

You or **Your** broker or intermediary firm who arranged **Your Policy** must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have canceled the **Policy** had **You** told **Us** of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and/or
- c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

B. Identification

This **Policy**, the **Schedule** and any **Endorsements** will be read as one document. A particular word or phrase which is not defined will have its ordinary meaning.

C. Insurable Interest

The insurable interest in the insurance by this **Policy** shall not be transferred without **Our** written consent.

This **Policy** shall be avoided if:

- a) **Your** interest ceases other than by death;
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

D. Interest Clause

The interests of third parties which **You** are required to include on the **Policy** under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

E. Non Invalidation

Cover under the **Policy** will not be invalidated by anything which increases the risk of **Damage** provided that:

- a) it is without **Your** authority or knowledge or beyond **Your** control;
- b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**;
- c) **You** pay any additional premium.

F. Reasonable Precautions

You must:

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or **Damage**;
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require; and
- d) take reasonable care in selecting **Employees** and maintain security precautions when the **Property** covered under Section 3 is in **Your** custody or control.

G. Subrogation

In the event of a claim arising under this **Policy** **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary in each case as defined by current legislation.

H. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent [dishonest] or exaggerated claim under the **Policy**;
- b) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- i. refuse to pay the claim;
- ii. declare the **Policy** void from the date of the fraud without any refund of premium; and
- iii. recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the Police of the circumstances.

I. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Policy Exclusions

The following General Policy Exclusions apply to all Sections of the **Policy** and all clauses extensions and **Endorsements** unless otherwise stated. Other exclusions are contained within the Sections of the **Policy** where they apply.

We will not be liable for any claim in respect of:

A. Date Recognition

Damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from:

- a) any actual or alleged failure of any **Computer and Electronic Business Equipment** whether or not owned by **You** or in **Your** possession to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute):
 - i. any **Date/Time Material**;
 - ii. any **Data** or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it.
- b) any actual or alleged failure to provide or inadequacy of any services whether provided by **You** or by any other person or persons due to any actual or alleged failure or inability described in paragraph (a) above;
- c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by **You** or on **Your** behalf to determine rectify or test any potential or actual problem described in paragraph (a) above.

The following definition applies to this exclusion and will keep the same meaning wherever it appears in this exclusion:

Date/Time Material

The dates times or **Data** or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

B. Deliberate or Criminal Acts

Any loss or **Damage**:

- a) deliberately caused by; or
- b) arising from a criminal act caused by;

You or any person living with **You**.

C. Events before cover

Loss, **Damage**, injury or liability which occurred before the cover under this **Policy** started.

D. Loss of Data and e-risk

- a) **Damage** to **Data** arising out of but not limited to:
 - i. loss destruction or corruption of **Data** whether in whole or part;

- ii. unauthorised appropriation use access or modification of **Data**;
 - iii. unauthorised transmission of **Data** to any third parties;
 - iv. misinterpretation use or misuse of **Data**;
 - v. operator error.
- b) **Damage** arising directly or indirectly from:
- i. the transmission or impact of any **Virus or Similar Mechanism**;
 - ii. **Hacking**;
 - iii. **Denial of Service Attack**;
 - iv. **Failure of a System** (including such failure arising from any server, back-up system, cloud or anything else that may be external to the system itself);
 - v. anything described in paragraph (a) above;

or any loss liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, or resulting from, anything in a) or b) above.

Other than for Section 5 - Employers' Liability, Section 6 - Public and Products Liability and Section 9 - Commercial Legal Expenses, in the event of damage to any **Computer and Electronic Business Equipment** giving rise to an ensuing cause that is a '*specified peril*' (as listed below), this Exclusion shall not operate to exclude **Damage to Your Property** caused by any such ensuing '*specified peril*' nor **Business Interruption** directly resulting from such **Damage**.

For the purposes of this clause, however, **Data** shall not be regarded as being material property and therefore there is no cover provided for **Damage to Data** or for any amount pertaining to the value of **Data**. **Damage** caused by any **Computer and Electronic Business Equipment** to itself, or by a system incorporating any **Computer and Electronic Business Equipment** to itself, is also excluded.

The '*specified perils*' are: Fire, lightning, explosion, aircraft, impact by any motor vehicle, **Storm**, tempest or **Flood**.

E. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances
- b) **Terrorism**.

In any action suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by the **Policy** the burden of proving such **Damage** loss or expense or **Indirect Loss** is covered will be upon **You**.

F. Pollution or Contamination

Other than in relation to Section 5 (Employer's Liability) and Section 6 (Public and Products Liability), **Damage** to the **Property** or any **Indirect Loss** caused by or arising from **Pollution or Contamination** (unless otherwise excluded).

This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils:

- a) fire, lightning, explosion, impact of aircraft;
- b) motor vehicle impact sonic boom;

- c) accidental escape of water from any tank apparatus or pipe;
- d) riot, civil commotion, malicious **Damage**;
- e) **Storm** hail **Flood** inundation earthquake;
- f) **Landslide Subsidence** pressure of snow, avalanche volcanic eruption;

If a peril not excluded from this **Policy** arises directly from **Pollution or Contamination** any **Damage** arising directly from that peril shall be covered.

All other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this exclusion.

The following definition applies to this exclusion and will keep the same meaning wherever it appears in this exclusion:

Pollution or Contamination

Contamination pollution soot deposition impairment with dust chemical precipitation adulteration poisoning impurity epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

G. Pressure Waves

Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

H. Radioactive Contamination and Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity 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.

I. Terrorism

Subject otherwise to the terms definitions exclusions provisions and conditions of the **Policy** and other than in relation to Section 5 (Employer's Liability), **Damage** to any property whatsoever or any loss or expense whatsoever resulting from or arising from or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **Terrorism**;
- b) any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

J. War and government action

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **War**;
- b) **Government Action**.

The following definitions apply to this exclusion and will keep the same meanings wherever they appear in this exclusion:

War

Means war invasion acts of foreign enemies hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action

Means martial law confiscation nationalisation requisition seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

K. Water Table

Any **Damage** attributable solely to a change in the water table level.

L. Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above

This exclusion shall not apply in relation to Section 5 (Employer's Liability) or Section 9 (Commercial Legal Expenses).

Claims Conditions

A. Making a claim – Applicable to all Policy Sections other than Section 9 – (Commercial Legal Expenses)

Where an event which could give rise to a claim under the **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i. 30 days of **Your** becoming aware of the event or occurrence or
 - ii. 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons;
- b) provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or injury including the amount of the claim;
- c) notify the police immediately of **Damage** caused by malicious persons or thieves and obtain a crime reference number
- d) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- e) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- f) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under the **Policy**;
- g) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- h) provide **Us** with such **Business** records books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- i) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter;
- j) in respect of Section 3 (Money and Assault) provide **Us** at **Your** expense all certificates and evidence required by **Us** and **You** or any **Employee** shall as often as required by **Us** submit to medical examination at **Our** expense.

B. Our control of claims - Applicable to all Policy Sections other than Section 9 – (Commercial Legal Expenses)

We will be entitled:

- a) on the happening of any **Damage** to the **Property** to enter take and keep possession of the **Premises** where **Damage** has happened and to take and keep possession of the **Property** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of the **Policy** and the **Policy** will be proof of leave and license for such purpose.
- b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by the **Policy** and **You** will give all information and assistance **We** may reasonably require.
- c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**.

- d) at **Our** option to either:
 - i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under the **Policy**;
 - or
 - ii. make payment in money to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under the **Policy**.

C. Arbitration - Applicable to all **Policy** Sections other than Section 5 (Employers' Liability and Section 6 (Public and Products Liability)

- a) If **We** accept liability but **You** disagree with the amount **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions;
- b) An award made by the arbitrator will be a condition precedent to a right of legal action against **Us**;
- c) This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the Courts of England.

D. Contribution - Applicable to all **Policy** Sections other than Section 9 – (Commercial Legal Expenses)

In relation to Section 5 (Employer's Liability) and Section 6 (Public and Products Liability) if the insurance provided by these Sections are also covered by any other insurance policy (or would be but for the existence of these Sections) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been affected;

In relation to all Sections other than Section 5 (Employer's Liability), Section 6 (Public and Products Liability) and Section 9 (Commercial Legal Expenses):

- a) where **Damage** or liability covered by the **Policy** is also covered by any other insurance policy (or would be but for the existence of the **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance policy is subject to a condition of average and the **Policy** is not, the **Policy** will become subject to the same condition of average applicable in the other insurance policy;
- c) if the **Property** covered by the other insurance policy is subject to a provision excluding proportional payment in whole or in part, the payment **We** make will be limited to the proportion of **Damage** as the sum insured bears to the value of the **Property**.

E. Discharge of Liability - Applicable to all **Policy** Sections other than Section 9 – (Commercial Legal Expenses) and Section 5 (Employers' Liability)

We may pay the limit of indemnity or the sum insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

F. Excess aggregation - Applicable to all **Policy** Sections other than Section 9 – (Commercial Legal Expenses)

Where a claim is to be dealt with under two or more Sections under the terms of the **Policy**, provided the claim arises out of the same single cause, **We** will apply the highest single **Excess** as if the claim was payable under a single Section.

G. Repayment of Excess – (Applicable to all **Policy Sections other than Section 9 – (Commercial Legal Expenses)**

You will repay to **Us** the amount of any **Excess** for which **We** have made payment.