



Commercial Combined...created

Policy Wording

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POLICY INFORMATION

This **Policy** is underwritten by Ageas Insurance Limited and other insurance companies (the **Insurer**) and is administered by Origin UW Limited in accordance with the authority granted under their binding authority agreements

The **Insurer** in consideration of the payment of the premium shall provide insurance against accidental **Damage** or liability occurring at any time during the **Period of Insurance** (or subsequent period for which the **Insurer** accepts a renewal premium) in accordance with the Sections of the **Policy** shown as operative in the Schedule subject to the exclusion provision and conditions of the **Policy**

Each **Insurer** is only liable in respect of the cover provided under the Section(s) of this **Policy** shown against them below and not any other Section

Legal Expenses Section	AmTrust Europe Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
All other Sections	Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Financial Services Register No 202039



Signed for and on behalf of the Underwriters
Dawn Henderson Managing Director

Origin UW Limited is Registered in England and Wales No 08650779
Registered Office: First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED

MAKING A CLAIM

If you need to make a claim under the Legal Expenses Section and this Section is shown as being operation in the Schedule please refer to the Claims Procedure under the Legal Expenses Section of this **Policy** for details

To make a claim under the Legal Expense section or if you are considering carrying out a redundancy you should contact ARAG Plc

Claims telephone number **0117 917 1698** or to report a claim online www.arag.co.uk/newclaims

If you wish to make a claim under any other Section please follow the instructions provided in General Condition 4. Claims Notification and General Condition 5. Claim Procedure

To register a claim under any other Section you should contact Ageas Insurance Limited

Claims telephone number **0345 122 3283**
Email commercialclaimsgloucesterteam@ageas.co.uk

If you need to seek additional assistance please contact your insurance agent

HOW TO COMPLAIN

Should there ever be an occasion where you need to complain we will do our best to address this as quickly and fairly as possible

We will try to resolve your complaint as quickly as we can. If we are unable to do this we will

- write to you to acknowledge your complaint
- let you know when you can expect to receive a full response
- let you know who is dealing with the matter

In most instances we will be able to address your complaint within the first few days of this being notified to us. On occasion further investigation may be necessary but we will provide you with a full written response to your complaint within eight weeks of notification.

If your complaint is about the way this policy was sold to you please contact your insurance agent to report your complaint.

If your complaint is in respect of the Legal Expenses Section of your policy please contact ARAG Plc on **01179 171 561** or email them at customerrelations@arag.co.uk

If you have a complaint regarding your claim please contact the claims handler on the telephone number shown in your claims documentation.

For any other type of complaint you can write to us at the address shown below or email us through our website at www.originuw.com (please include your policy number and claim number if appropriate).

The Managing Director Origin UW Limited First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN11 1ED

What to do if you are not happy with our response

In the unlikely event that we have not responded to your complaint within eight weeks or you are not happy with our final response you may be eligible to refer your complaint to the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively you can write to them at

Financial Ombudsman Service Exchange Tower London E14 9SR

By phone **0800 023 4567**

By email complaint.info@financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months the Ombudsman won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances for example if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme (FSCS)

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event they cannot meet their obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

IMPORTANT INFORMATION

The Employers' Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular the **Insured** should be aware of the following

Display of Certificates

The **Insurer** will provide the **Insured** with a Certificate of Employers' Liability Insurance and this will state clearly the companies covered by it The **Insured** must display either an original copy or make available a copy of the Certificate of Employers' Liability Insurance in an electronic format at each **Business Premises** where the **Employees** can see it easily

Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for the **Insured** to retain copies of Certificates of Employers' Liability Insurance that have expired for at least 40 years However it is still good business practice to retain the certificates because certain claims for example disease could be made many years after the disease is caused and if the insurer cannot be identified the **Insured** could be liable for payments

Employers Liability Tracing Office (ELTO)

In accordance with the Employers' Liability Insurance Disclosure by Insurers Instrument 2011 made by the Prudential Regulation Authority (PRA) and Financial Conduct Authority (FCA) the **Insurer** will be required to provide some of the **Insureds** information to the Employers' Liability Tracing Office (ELTO)

The information supplied by the **Insurer** in accordance with this requirement will be added to an electronic database that will be managed by the Employers' Liability Tracing Office (ELTO) and will be subject to periodic update and certification and will be audited annually

Access to the database and the information stored on it will assist claimants their appointed representatives employers' liability insurers and other persons or entities with legal access to the information to

- identify which insurer or insurers provided employers' liability insurance during the relevant period(s) of employment and
- identify the relevant employers' liability insurance policies

The information supplied to the Employers' Liability Tracing Office (ELTO) will include

- policy number(s)
- Employers' previous and current names and addresses (including subsidiary companies)
- Coverage dates
- Companies house reference numbers where relevant
- Her Majesty's Revenue and Custom employer reference numbers

Data Protection Notice

Ageas Insurance Limited is part of the Ageas group of companies For details of how they collect use share transfer and store your information please visit their website www.ageas.co.uk/privacy-policy or contact the Data Protection Officer at Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk

For details of how ARAG Plc collect use share and store personal information please refer to Condition 7. General Data Protection Regulation (GDPR) of the Legal Expenses Section.

For details of how Origin UW Limited collect use share and store your information please view our Privacy Notice at www.originuw.com

GENERAL DEFINITIONS

(Applicable to the whole **Policy** wherever these words appear starting with a capital letter and in bold except where indicated otherwise)

Alarmed buildings

The **Buildings** or portions of the **Buildings** used by the **Insured** at the **Premises** protected by the **Intruder Alarm System**

Buildings

The buildings outbuildings extensions and garages together with landlords fixtures and fittings in or on them foundations or footings canopies annexes gangways conveniences chimneys fire escapes walls gates and fences yards car parks roads and pavements piping ducting cables wires and associated control gear CCTV systems entry and exit systems signage and accessories on the **Premises** and extending to the public mains but only to the extent of the **Insured's** responsibility

Business

The business shown in the Schedule

Business Hours

The period during which the **Premises** are actually occupied by the **Insured** or any **Employees** for the purposes of the **Business**

Computer Equipment

- a) Electronic computer or other data processing and/or storage equipment
- b) Projectors printers scanners and other peripheral devices used in conjunction therewith
- c) Software and programs licensed to the **Insured** and installed thereon
- d) **Portable Computer Equipment**

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Consequential Loss

Consequential or indirect loss (that is any **Damage** or additional expense which happens as a result of or is a side effect of the event for which the **Insured** is insured) This includes but is not limited to the following

- a) loss of revenue
- b) loss of earnings
- c) additional travel costs
- d) loss assessor fees
- e) the cost of preparing a claim
- f) compensation for stress or inconvenience

Contractors

Any person persons company firm or organisation which is or are on the **Premises** for the purpose of carrying out construction alteration extension or repairs to **Buildings** or **General Contents**

Damage

Loss destruction or damage

Dangerous Goods

Those dangerous substances included in UN Classes 1-9 and any other substances presenting a similar hazard

Data

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

Defined Perils

Fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances acts of malicious persons other than thieves storm **Flood** escape of water from any tank apparatus or pipe impact by any road vehicle or animal or any article dropped from a road vehicle

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 or **Computer Systems** Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**

Employees

- a) Anyone under a contract of service or apprenticeship with the **Insured**
 - b) Anyone who is
 - i. employed by the **Insured** or on the **Insureds** behalf on a labour only basis
 - ii. self employed
 - iii. hired to the **Insured** or borrowed by the **Insured** from another employer
 - iv. a voluntary helper or taking part in a work experience or training scheme
- and under the control of the **Insured** in the course of the **Business**

This Definition does not apply to the Legal Expenses Section and its Extensions

Excess

The amount for which the **Insured** is responsible for each and every claim

Flood

Damage caused by

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

General Contents

The contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including

- a) machinery plant trade utensils tools implements
 - b) office equipment and machinery
 - c) patterns models moulds plans and designs
 - d) deeds documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records subject to a maximum of £5,000 for any one loss
 - e) computer system records but only for the cost of the materials and of clerical labour and the computer time expended in reproducing such records subject to a maximum of £25,000 for any one loss
 - f) wines and spirits kept for entertainment purposes subject to a maximum of £500 for any one loss
 - g) directors' partners' or **Employees'** personal effects clothing pedal cycles tools and instruments unless otherwise insured subject to a maximum of £500 per person for any one loss
 - h) visitors' personal belongings subject to a maximum of £500 for any one loss
- but excluding **Computer Equipment** and other **Property** more specifically insured

Ground Heave

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

Hacking

Unauthorised access to any **Computer Systems** whether owned by the **Insured** or not

Injury

Death bodily injury illness or disease

Insured

The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

This Definition does not apply to the Legal Expenses Section and its Extensions

Insurer

The insurers as shown on the Schedule

This Definition does not apply to the Legal Expenses Section and its Extensions

Intruder Alarm System

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

Key holder

The **Insured** or any person or key holding company authorised by the **Insured** who is available at all times to accept notification of faults to or alarm signals from the **Intruder Alarm System** and to attend and allow access to the **Premises**

Landslip

Downward movement of sloping ground

Legionellosis

Accidental **Injury** caused by the escape discharge or release of legionella bacteria from any water air-conditioning or other purpose built system or equipment that uses water including but not limited to associated tanks pipes ducting evaporative condensers spa pools saunas and Turkish baths

Money

Negotiable Money and **Non-negotiable Money** belonging to the **Insured** or for which the **Insured** are responsible

Negotiable Money

Bills of exchange uncrossed promissory notes cash bank and currency notes uncrossed cheques giro cheques including preauthenticated giro cheques uncrossed postal orders uncrossed money orders uncrossed warrants current postage stamps unused units in franking machines National Savings stamps and certificates National Insurance stamps trading stamps gift tokens gaming machine tokens lottery tickets (excluding scratch cards held in stock for resale) customer redemption vouchers authenticated travel tickets phone cards (excluding phone cards held in stock for resale) holiday with pay stamps luncheon vouchers securities for money travel warrants

Non-negotiable Money

Crossed warrants credit company sales vouchers debit card sales vouchers crossed cheques crossed giro drafts crossed postal orders and crossed money orders crossed national giro bank orders crossed promissory notes crossed bankers drafts premium bond certificates VAT purchase receipts credit card counterfoils premium bonds savings bonds stamped National Insurance cards and National savings certificates

Offshore

On or working from or travelling by sea or air to from or between an offshore rig platform or similar offshore installation

Period of Insurance

The period from the start date to the expiry date shown in the Schedule

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception

Policy

Policy wording Schedule Notice to Policyholders and Endorsements attached or issued

Portable Computer Equipment

- a) Laptops palmtops and notebooks
- b) Personal digital assistants (PDAs)
- c) Projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other Portable Computer Equipment
- d) Removable satellite navigation systems
- e) Digital cameras

Pollution or Contamination

All

- a) pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b) **Injury Damage** or liability directly or indirectly caused by pollution or contamination arising from **Seeping or Polluting or Contaminating Substances**

Premises

The address(es) shown in the Schedule

This Definition does not apply to the Employers' Liability Section and its Extensions

Principal

Employer who has engaged the **Insured** to act on their behalf under a contract for the performance of work by the **Insured** in connection with the **Business**

Products

Products sold supplied provided or delivered by the **Insured** including

- a) containers packaging labelling instructions or advice in connection with products
- b) **Services** that have been completed as part of a contract for sale or supply of products in the course of the **Business**

Property

Material property which shall not include **Data**

Property Insured

Property as stated in the Schedule

Refrigerated Goods

Any goods which ordinarily are placed in a refrigeration unit for the purpose of preservation

Rent Payable

The money paid or payable by the **Insured** (including ground rent service charges and any other payments) for accommodation and services provided by the landlord at the **Premises**

Rent Receivable

The money paid or payable to the **Insured** (including ground rent service charges and any other income) for accommodation and services provided as landlord at the **Premises**

Seeping or Polluting or Contaminating Substances

Any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Services

Work process or other operation undertaken by the **Insured** or undertaken on the **Insureds** behalf including any goods or materials used in connection with those work process or other operation in the course the **Business**

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings**

Shopfront

The windows doors frames signs external blinds and walling including security fittings and fixed associated electrical equipment all forming part of the front of the **Building**

Stock

Stock and materials in trade including raw materials work in progress and finished goods the property of the **Insured** and goods in trust for which the **Insured** is responsible

Subsidence

Downward movement of the ground beneath the **Buildings** and its foundations other than by **Settlement**

Tenants Improvements

All improvements alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**

Territorial Limits

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

This Definition does not apply to the Legal Expenses Section the Public & Products Liability Section and the Terrorism Section and their Extensions

Terrorism

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

Transit

A journey for the conveyance of **Property Insured** to a destination

Unit

A single self-contained portion of the **Buildings**

Unoccupied

- a) empty or
 - b) not in use
- for more than 30 consecutive days

Virus

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

FINANCIAL DEFINITIONS

Gross Profit

The amount by which the sum of the **Turnover** and the amounts of the closing **Stock** and work in progress exceeds the sum of the amounts of the opening **Stock** and work in progress and the amount of the **Uninsured Working Expenses**

Estimated Gross Profit

The amount the **Insured** has declared to the **Insurer** as representing not less than the **Gross Profit** anticipated to 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 **Indemnity Period** exceeds 12 months

Gross Revenue

The gross receipts of the **Business** from all sources less the cost of consumable goods

Estimated Gross Revenue

The amount declared by the **Insured** to the **Insurer** as representing not less than the **Gross Revenue** which 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 12 months

Turnover

The money paid or payable to the **Insured** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**

Increase in Cost of Working

The additional expenditure necessarily 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**

Indemnity Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum **Indemnity Period** as stated in the Schedule

Uninsured Working Expenses

The total of

- a) purchases less discounts received
- b) discounts allowed
- c) carriage freight and packaging and
- d) bad debts

The following **Definitions** apply after account has been taken of the trend of the **Business** and of the variations on or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred

Annual Turnover

The **Turnover** during the 12 months immediately before the date of the **Damage**

Standard Gross Revenue

The **Gross Revenue** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Standard Turnover

The **Turnover** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Rate of Gross Profit

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

Annual Revenue

The **Gross Revenue** during the 12 months immediately before the date of the **Damage**

GENERAL CONDITIONS

These apply to all Sections of the **Policy** unless stated to the contrary under the conditions contained in the Sections

1. Several Liability

The subscribing **Insurers** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations

2. Fair Presentation of Risk

The **Insured** or anyone acting on their behalf has a duty to make a fair presentation of the risk which they wish to insure. This applies prior to the start of the **Policy** if any variation is required during the **Period of Insurance** and prior to each renewal. If the **Insured** does not comply with this condition then

- a) If the failure to make a fair presentation of the risk is deliberate or reckless the **Insurer** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that the **Insurer** will return the premiums or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **Insurer** would not have provided cover had the **Insured** known the true situation then the **Insurer** can elect to make the **Policy** void and return the premium or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **Insurer** would have issued cover on different terms had the **Insured** known the true situation then the **Insurer** can
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula. The **Insurer** will divide the premium actually charged by the premium which would have been charged 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 the **Insurer** would have imposed had the true situation been known
- d) Where the **Insurer** elects to apply one of the above then
 - i. if the **Insurer** elects 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 or
 - ii. the **Insurer** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **Policy** or the date of variation or from the date of renewal or
 - iii. the **Insurer** will treat the **Policy** as having different terms imposed from the start of the **Policy** or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs

3. Reasonable Care

The **Insured** must take reasonable steps to

- a) prevent or protect against accidents **Injury** or **Damage**
- b) keep the **Premises** machinery plant and equipment and all other **Property Insured** in good condition and in full working order
- c) remedy any defect or any danger that becomes apparent as soon as possible

If required by the **Insurer** the **Insured** must allow access to the **Premises** and/or activities of the **Business** to carry out inspection or survey. The **Insured** must complete any risk improvements that the **Insurer** asks for within a reasonable period of time advised by the **Insurer**

4. Claims Notification

The **Insured** must

- a) as soon as practical
 - i. notify the **Insurer** of any circumstances which might lead to a claim under the **Policy**
 - ii. give the **Insurer** all the information requested
- b) immediately
 - i. on receipt send the **Insurer** every letter court order summons or other legal document served upon the **Insured**
 - ii. notify the **Insurer** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under the **Policy**
 - iii. notify the police of any loss or damage that has been caused by acts of malicious persons thieves rioters strikers or vandals

- c) notify the Insurer within 7 days in respect to claims relating to damage by riot civil commotion labour or political disturbances acts of malicious persons or theft or attempted theft

The **Insurer** will not pay the claim where the **Insured** has not complied with this Condition

This Condition does not apply to the Legal Expenses Section and its Extensions

5. Claims Procedure

- a) The **Insured** must take or allow others to take practical steps to prevent further **Injury** or **Damage** recover **Property** lost and otherwise minimise the claim
- b) At the **Insureds** expense the **Insurer** must be provided with
 - i. full details in writing of any **Injury** or **Damage** and any further information or declaration which may reasonably be required
 - ii. any assistance to enable the **Insurer** to settle or defend a claim
 - iii. details of any other relevant insurances
- c) The **Insured** may not accept negotiate pay settle admit or repudiate any claim without the **Insurers** written consent
- d) Following a claim the **Insured** must allow the **Insurer** or anyone authorised by the **Insurer**
 - i. access to the **Premises**
 - ii. to take possession of or request delivery to us of any **Property Insured**
- e) The **Insured** may not abandon any **Property** to the **Insurer**
- f) The **Insurer** will be allowed complete control of any proceedings and settlement of the claim

The **Insurer** will not pay the claim where the **Insured** has not complied with this Condition

This Condition does not apply to the Legal Expenses Section and its Extensions

6. Cancellation

Insureds Cancellation Rights

During the first **Period of Insurance** the **Insured** has the right to cancel the **Policy** within 14 days of

- a) receipt of the policy wording and Schedule
- b) the inception date of the **Policy**

whichever is the later by contacting the insurance agent or alternatively writing to the **Insurer** to confirm cancellation. Cancellation will take effect from the date that cancellation instructions are received. Provided no claim has been made and there has been no incident known to the **Insured** prior to cancellation which may give rise to a claim the **Insured** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided payment of the premium in full will be required before the **Insurer** can deal with the claim. The **Insurer** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the **Policy**.

The **Insured** may cancel the **Policy** at any other time by contacting the insurance agent or alternatively writing to the **Insurer** to confirm cancellation. The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made the **Insurer** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if

- i. there has been an incident known to them which may give rise to a claim or
- ii. the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid

Insurer Cancellation Rights

The cover provided by the **Policy** shall automatically cease from the date that

- a) a liquidator administrator or insolvency practitioner is appointed to administer the **Business**
 - b) the **Business** is permanently discontinued
 - c) the **Insureds** interest ceases other than as a result of death of the **Insured**
- unless the **Insurer** agrees otherwise in writing

In addition to a) b) and c) of this condition and any right to cancel under more specific conditions the **Insurer** also have the right to cancel the **Policy** at any other time by sending 14 days notice in writing to the **Insureds** last known address. Reasons for cancellation under this condition may include but are not limited to

- i. a change to the risk which makes it one the **Insurer** would not normally accept
- ii. the **Insured** failing to co-operate with or provide information to the **Insurer** which affects their ability to underwrite the risk

The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made the **Insurer** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if

- a) there has been an incident known to the **Insured** which may give rise to a claim or
- b) the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid

7. **Fraud**

The **Insured** and anyone acting for the **Insured** must not act in a fraudulent way

If the **Insured** or anyone acting for the **Insured**

- a) knowingly makes a fraudulent or exaggerated claim under the **Policy**
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)
- d) knowingly withholds information or evidence which they know or ought to know would entitle the Insurer to refuse to pay a claim or pay a lesser sum under the **Policy**

the **Insurer** will

- i. refuse to pay the claim
- ii. declare the **Policy** void from the date of the fraudulent act without any refund of premiums
- iii. recover all sums paid by them under the **Policy**

The **Insurer** may also inform the police and the fraud prevention agencies of the circumstances

8. **Subrogation**

Any claimant under this **Policy** shall at the request and expense of the **Insurer** take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after the **Insurer** makes any payment

The **Insurer** agrees to waive any such rights to which the **Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary or subsidiary to parent to the **Insured** or against any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of **Damage**

9. **Arbitration**

If the **Insurer** agrees to pay the claim and the **Insured** disagrees with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively depending on the size of the **Business** the **Insured** may be able to refer the case to the Financial Ombudsman Service (FOS). In either case this will not affect the **Insureds** right to take action against the **Insurer** over this disagreement

This Condition does not apply to the Employers' Liability Section and the Public & Products Liability Section and their Extensions

10. **Law Applicable**

This **Policy** will be governed by English Law and the **Insured** and **Insurer** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless the **Insured** (as an individual) lives in Jersey or the **Insured** (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction)

11. **Third Party Rights**

Except as provided by General Condition 12 no party to the **Policy** intends that any term of the **Policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland by any person persons or corporate body who is not a party to this **Policy**

12. Personal Representatives

In the event of the death of any party entitled to indemnity under this **Policy** the **Insurer** will cover the deceased's personal representatives in respect of legal liability to pay the costs and expenses claimants costs and expenses and damages previously incurred by the deceased in respect of accidental

a) **Injury**

b) **Damage to Property**

provided that

- i. the personal representatives comply with and are subject to the terms and conditions of this **Policy** to the extent that these can apply
- ii. the conduct and control of claims is vested in the **Insurer**
- iii. where more than one party is entitled to indemnity under this condition the **Insurers** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the Schedule

13. Non Invalidation

This **Policy** shall not be invalidated by

- a) any act or omission or by any alteration unknown to or beyond the control of the **Insured** by which the risk of **Damage** is increased provided that the **Insured** shall give notice to the **Insurer** and pay an additional premium if required immediately they become aware of such act omission or alteration
- b) workmen on the **Premises** carrying out repairs general maintenance or minor structural or other alterations

14. Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the Limit of Indemnity or
- b) the Sum Insured or
- c) a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any **Excess**

On payment the **Insurer** will relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for payment of costs and expenses which the **Insurer** has already agreed to bear and which were incurred prior to such payment

15. Minimum Security Standards

It is a condition precedent to liability of the **Insurer** to pay claims that the following minimum level of security must be installed and maintained at the **Premises** and put into use whenever the **Premises** are closed for **Business** or left unattended

Alternative minimum security protections can only be installed with the **Insurers** written permission

- a) all external doors of the **Buildings** or any part of the **Buildings** used by the **Insured** at the **Premises** must be secured as follows
 - i. timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate installed in accordance with the manufacturer's recommendations
 - ii. aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
 - iii. UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
 - iv. the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- b) all internal doors in the **Buildings** that give access to any part of the **Buildings** not used by the **Insured** for the purpose of the **Business** are to be fitted with
 - i. timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or EN 1303 together with a matching metal box striking| plate installed in accordance with the manufacturer's recommendations
 - ii. aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
 - iii. UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
 - iv. the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- c) all opening external basement ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof a fire escape balconies canopies or down pipes) fanlights roof lights skylights must all to be fitted with suitable and appropriate key operated window locks installed in accordance with the manufacturers recommendations All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings

This requirement does not apply to windows protected by solid steel bars weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window

- d) any door or window officially designated by the local planning officer local building control officer or as defined within the **Business** fire risk assessment forming part of an emergency exit route is excluded from the above requirements The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices specifically designed for this purpose mortice deadlocks conforming to BS 8621 panic bars/latches conforming to BS EN 11255 each item of electronic equipment with an individual replacement value of £10,000 or more must be securely anchored to the desk workstation or to the structure of the **Building** in accordance with the following Loss Prevention Standard (LPS) requirements
 - i. in respect of electronic equipment such as PCs Laser Printers or Fax Machines all items must be secured in accordance with LPS 1214 requirements
 - ii. in respect of electronic equipment such as Blade Servers Computer Cabinets and Security Enclosures all items must be secured in accordance with LPS 1175 requirements

This Condition does not apply to the Legal Expenses Section and its Extensions

16. Alarm condition

This Condition applies if an intruder alarm is required by the **Insurer** in respect of any **Premises** covered by the **Policy**

It is a condition precedent to liability in respect of **Damage** following entry or attempted entry to or exit from the **Alarmed Buildings** by forcible and violent means the **Insured** must ensure that the following must be complied with

- a) the **Alarmed Buildings** are protected by an **Intruder Alarm System** designed installed and maintained to British Standard BS 4737 or European Norm EN 0131 including where stipulated by the **Insurer** or the local police authority British Standard BS8243 for installation of **Intruder Alarm Systems** designed to generate confirmed alarms
- b) the intruder alarm installation and maintenance company must be both
 - i. a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to EN 45011 or EN 45012and
 - ii. accredited and operate a quality management system in accordance with EN International Organization for Standardization (ISO) 9000
- c) the **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with the **Insurer** Where remote alarm signalling is required the signal transmission must be transmitted to an alarm receiving centre fully compliant with BS 5979 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000
- d) no alteration to or substitution of
 - i. any part of the **Intruder Alarm System**
 - ii. the maintenance contract
 - iii. the structure of the **Alarmed Buildings** or changes to their layout which would affect the effectiveness of the **Intruder Alarm System**
 - iv. the procedures agreed with the **Insurer** for police or any other response to any activation of the **Intruder Alarm System** be made without our written agreement
- e) the **Alarmed Building** will not be left unattended without the **Insurers** agreement
 - i. unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii. if the police have withdrawn their response to alarm activations
If the **Intruder Alarm System** is not fully operative the **Insured** must make arrangements for the **Premises** to be attended until it is fully operational
- f) The **Insured** must keep all security codes for the **Intruder Alarm System** confidential and all codes and keys must be removed from the **Premises** when they are left unattended
- g) The **Insured** will appoint at least two **Key Holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm receiving centre
- h) in the event of notification of any activation of the **Intruder Alarm System** or interruption of means of communication including one or both alarm transmission systems for dual signalling systems during any period the **Intruder Alarm System** is set a **Keyholder** will attend the **Premises** as soon as reasonably possible
If the alarm cannot be reset following the **Key Holder** attendance the **Insured** must make arrangements for the **Premises** to be attended until the **Intruder Alarm System** is fully operational
- i) in the event of the **Insured** receiving any notification
 - i. that the police attendance in response to alarm signals or calls 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

The **Insured** will tell the **Insurer** as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by the **Insurer**

17. Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** shall be complied within required timescales and continue to be complied with during the whole currency of the **Policy**

18. Payment of Premium and Relevant Taxes

The premium under this **Policy** is deemed to be the total gross premium paid by the **Insured**

The **Insured** will pay the premium and any relevant taxes when due otherwise the **Policy** will be cancelled from the date when the premium and taxes were due

19. Excess

The first amount of any claim or claims for which the **Insured** are responsible

20. Contribution

If the **Insured** has any other insurance policies that cover the same **Damage** or liability as the **Policy** the **Insurer** will only pay their share of any claim

21. Liability of the Insurer

Unless stated otherwise the liability of the **Insurer** in any one **Period of Insurance** under this **Policy** shall not exceed

- a) in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability or Limit of Indemnity stated in the Schedule or the **Policy** at the time of the **Damage**
- b) the Sum Insured or Limit of Liability or Limit of Indemnity remaining after deduction for any other **Damage** or interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

All the Limits of Indemnity stated in the Schedule and all limits on the liability of the **Insurer** stated elsewhere in this **Policy** shall be the maximum amount payable by the **Insurer** in the circumstances stated in the Schedule or elsewhere in this **Policy** irrespective of the number of persons claiming indemnity under this **Policy** in respect of any insured event during any **Period of Insurance**

For the purposes of the Limits of Indemnity and all other limits on the liability of the **Insurer** all of the persons claiming indemnity under this **Policy** shall be treated as one party or legal entity so that there will be only a single contract of insurance between the **Insurer** as one party and all the persons claiming indemnity as the other party

22. Index Linking

The Sums Insured (and Declared Values where Day One cover applies) on the following items of **Property Insured** under the Property All Risks Equipment Breakdown and Specified All Risks Sections of this **Policy** (where applicable) are increased at each Renewal Date by the annual percentage movement of indices shown below (or alternative indices as specified by the **Insurer**)

Property Insured	Index
Buildings	Royal Institute of Chartered Surveyors BCIS Building Cost Index
General Contents	General Index of Retail Prices

Sums Insured and Declared Values to which Day One cover applies will be increased annually and other Sums Insured will be adjusted monthly (by adding one twelfth of the annual increase each month throughout the **Period of Insurance**)

23. Unoccupied Buildings or Units

It is a condition precedent of the **Insurer** to pay claims in respect of any **Buildings** or **Units** that the **Insured** must tell the **Insurer** as soon as they become aware that

- a) the **Premises** or **Building(s)** or **Units** becomes **Unoccupied**
- b) the **Premises** or **Building(s)** or **Units** becomes **Unoccupied** becomes occupied after a period of being **Unoccupied**

Following notification of unoccupancy or occupancy the **Insurer** will have the right to amend the premium terms conditions and exclusions of the **Policy** or may exercise their right to cancel the **Policy** in accordance with General Condition 6. Insurers Cancellation Rights

It is a condition precedent to the **Insurers** liability to pay any claims that the following precautions must be complied with in respect of any **Unoccupied Premises Buildings** or **Unit**

- a) mains services shall be switched off and the water system drained unless
 - i. electricity is needed to maintain any fire or intruder alarm system in operation
 - ii. mains services are needed to maintain any sprinkler system(s) in full working order In these circumstances heating must be maintained at a minimum temperature of five degrees Centigrade
- b) the **Buildings** shall be inspected thoroughly both internally and externally at least weekly by a responsible adult and
 - i. a record maintained of such inspections
 - ii. all defects in security and maintenance are rectified immediately
- c) accumulations of combustible materials shall be removed during inspection
- d) the **Buildings** shall comply with Section Condition 15 Minimum Security Standards

24. Waste Storage and Removal Condition

It is a condition precedent to the liability of the **Insurer** to pay claims in respect of **Damage** caused by fire or explosion that the **Insured** must ensure that

- a) all oily greasy or solvent-soaked cloths or wipes which remain in the **Buildings** at the end of each working day must be kept in closed lidded metal containers
- b) all waste (other than a above) must be swept up bagged and removed from the **Buildings** at the end of each working day and stored outside in closed lidded containers
- c) in all designated smoking areas at the **Premises** metal receptacles with metal lids must be provided for the safe disposal of waste smoking materials
- d) all waste referenced in a) b) and c of this condition must be removed from the **Premises** weekly

25. Stillage Condition

It is a condition precedent to liability of the **Insurer** to pay claims caused by Storm **Flood** or Escape of Water that **General Contents** and **Stock** which are contained in any basement or cellar must be raised at least 10 centimetres above floor level

26. Smoking Condition

It is a condition precedent to liability of the **Insurer** to pay claims caused by fire that the **Insured** will

- a) enforce a no smoking policy at the **Premises** which complies with current legislation
- b) only allow smoking in clearly marked specifically designated smoking areas which comply with current legislation
- c) in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials
- d) ensure that waste smoking materials when being removed from the designated smoking areas are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the **Premises**

27. Change of Risk

The **Insured** must notify the **Insurer** as soon as possible during the **Period of Insurance** of any change

- a) to the **Business**
- b) in the person firm company or organisation shown in the Schedule as the **Insured**
- c) to the information the **Insured** provided to the **Insurer** previously or any new information that increases the risk of loss as insured under any Section of the **Policy**

The **Policy** will come to an end from the date of the change unless the **Insurer** agrees in writing to accept an alteration The **Insurer** does not have to accept any request to vary the **Policy** If the **Insured** wishes to make any alteration to the **Policy** the **Insured** must disclose any change to the information previously provided or any new information that could affect this insurance If the **Insurer** accepts any variation to the **Policy** an increase in the premium or different terms or conditions of cover may be required

28. Conditions Precedent

It is a condition precedent to any liability of the **Insurer** to pay claims under this **Policy** that the terms hereof so far as they relate to anything to be done or complied with by the **Insured** are duly and faithfully observed

If on the happening of a loss the **Insured** is not complying with the requirements of any Condition and the Condition is designed to reduce a loss of a particular kind at a particular location and/or at a particular time and the **Insured** is able to prove that the non-compliance with the Condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred the **Insured** will be covered and the **Insurer** will pay the claim

GENERAL EXCLUSIONS

These apply to all Sections of the **Policy** and all Endorsements and Extensions unless otherwise stated

This **Policy** does not cover

1. War and Government Risks

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

This General Exclusion does not apply to the Employers' Liability Section and its Extensions

2. Radioactive Contamination

any **Damage Injury** or liability directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations 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 of that assembly

For the Employers' Liability Section this General Exclusion will only apply to

- i. the liability of any principal
- ii. liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement

3. Aircraft or Aerial Devices

any **Damage Injury** or liability caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

4. Punitive Damages

liquidated damage fines or penalties exemplary punitive or multiplied damages (these are damages awarded in excess of normal compensation awarded to punish the **Insured**)

5. Pollution or Contamination

any **Damage Injury** or liability caused by **Pollution or Contamination** except for **Damage** caused by

- a) **Pollution or Contamination** which itself results from a **Defined Peril** provided that peril is covered by this **Policy**
- b) any **Defined Peril** provided that peril is covered by this **Policy** which itself results from **Pollution or Contamination**

This General Exclusion does not apply to the

- i. Legal Expenses Section
- ii. Employers' Liability Section
- iii. Public & Products Liability Section where **Pollution or Contamination** consists of a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**

6. Change in Water Table Level

Damage attributable solely to change in the water table level

7. Consequential Loss or Damage

direct or indirect **Consequential Loss** or **Damage** of any kind or description except where specifically included

8. Electronic Risks

any **Damage Injury** or liability directly or indirectly caused by contributed to by or arising from

- a) **Damage** to any **Computer System** whether owned by the **Insured** or not and whether tangible or intangible including any **Data** where such **Damage** is caused by programming or operating error by any person acts of malicious persons **Virus Hacking Phishing Denial of Service Attack** or failure of any external network
- b) loss alteration modification distortion erasure or corruption of or unauthorised access to **Data** whether or not caused by **Hacking**
- c) any misinterpretation use or misuse of **Data**
- d) unauthorised transmission of **Data** to any third party or transmission of any **Virus Damage** to any other **Property** directly or indirectly caused by contributed to by or arising from **Damage** described in a) b) c) or d) of this Exclusion but this shall not exclude accidental **Damage** to **Property Insured** which results from a **Defined Peril** not otherwise excluded except for acts of malicious persons which do not involve physical force or violence

9. Date Recognition

any **Damage Injury** or liability directly or indirectly caused by contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date to process data or to operate properly due to failure to recognise any given date but this will not exclude subsequent **Damage** which itself results from a **Defined Peril** covered by this **Policy**

10. Northern Ireland

any **Damage** to any **Property** or **Data** in Northern Ireland directly or indirectly caused by contributed to by or arising from

- a) riot or civil commotion or
- b) labour disturbances or acts of malicious persons except in respect of accidental **Damage** caused by fire or explosion

11. Terrorism

any **Damage Injury** or liability directly or indirectly caused by contributed to by or arising from

- a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling preventing suppressing or in any way relating to **Terrorism** except as provided by
 - i. the Employers' Liability Section
 - ii. the Public & Products Liability Section
 - iii. the Terrorism Section

If any of the points above are found to be invalid or unenforceable the remainder of the points shall remain in full force and effect

In any action lawsuit or other proceedings or where the **Insurer** state that any **Damage Injury** or loss is not covered by this **Policy** it will be the responsibility of the **Insured** to prove that they are covered

Exclusion a) will not apply in respect of **Damage** in England Scotland Wales if the Terrorism Section is operative on the Schedule

12. Asbestos

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided

- a) such activity does not form part of the **Insured's** usual **Business**
- b) the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c) an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers and public liability insurance in force for limits no less than those stated on the **Insured's** own such policies and that such work is not excluded by the contractors own employers and public liability policy

This Exclusion will not apply to the Employers' Liability Section and the Public & Products Liability Section and their Extensions

13. Sanctions

any **Damage Injury** or liability or provide any indemnity or payment or other benefit under this **Policy** to the extent that providing such cover indemnity payment or benefit would expose the **Insurer** or any of the Ageas group of companies to the violation of any

- a) sanction prohibition or restriction imposed under United Nations resolutions or
- b) trade or economic sanctions of the United Kingdom European Union the United States of America or any other territory or
- c) laws or regulations of the United Kingdom European Union the United States of America or any other territory

This Exclusion does not apply to the Legal Expenses Section and its Extensions

PROPERTY ALL RISKS SECTION

COVER

The **Insurer** will pay the **Insured** the amount of loss as stated in the Basis of Settlement if accidental **Damage** occurs during the **Period of Insurance** within the **Territorial Limits** to **Property Insured** described in the Schedule at the **Premises**

The **Insurer** will not be liable for the **Excess** specified in the Schedule

BASIS OF SETTLEMENT

1. In respect of **Buildings General Contents** and **Computer Equipment** the **Insurer** will pay the value of **Property Insured** at the time of **Damage** or at the **Insurers** option reinstate replace or repair such **Property** or any part of such **Property** in according with the following bases of settlement The **Insurer** will not be bound to reinstate exactly but only as circumstances permit The **Insurer** will not pay for the cost of preparing a claim For **Property Insured** the maximum amount the **Insurer** will pay for **Damage** is the Sum Insured or Limit stated in the Schedule in respect of such **Property** (adjusted in accordance with General Condition 22 Index Linking) and subject to any inner limit otherwise stated in the policy wording

a) **Reinstatement**

the cost of reinstatement being

- i. where the **Property Insured** is lost or destroyed in the case of **Buildings** the cost of rebuilding and in the case of **General Contents** or **Computer Equipment** the cost of its replacement by similar property
- ii. where the **Property Insured** is damaged the cost of repairing or restoring the damaged portions in either case to a condition substantially the same as but not better or more extensive than its condition when new

b) **Public Authorities**

The Sum Insured in respect of Buildings includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation statutory requirements or regulations or public authority byelaw in

- i. reinstating the damaged parts of the Buildings
- ii. upgrading any undamaged parts of the Buildings

as a result of accidental **Damage** to the **Buildings**

The **Insurer** will not pay for

- i. any amount exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed in respect of item b above
- ii. any such cost resulting from a notice served on the **Insured** prior to the date of the **Damage**
- iii. the amount of any rate tax duty development or other charge arising out of capital appreciation which may be payable in respect of the **Buildings**

The work of reinstatement or upgrading must be completed within 12 months of the date of the **Damage** unless a longer period is agreed by the **Insurer** in writing

c) **Removal of Debris**

the cost of removing debris being the cost incurred with the consent of the **Insurer** in removing debris dismantling demolishing shoring up and propping portions of the **Property Insured** but excluding any costs and expenses

- i. incurred in removing debris from outside the site of the **Premises** at which the accidental **Damage** has occurred other than from the area immediately adjacent to that site
- ii. arising from **Pollution or Contamination** of **Property** not insured by this Section

d) **Professional Fees**

the cost of professional fees being those necessarily incurred in the reinstatement of the **Property Insured** excluding **Stock** but not for preparing any claim

The undernoted provisions apply

i. **Partial Damage**

Where insured **Damage** occurs to only part of the **Property Insured** the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the **Property Insured** been wholly destroyed

ii. **Reinstatement on Another Site**

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the liability of the **Insurer**

iii. **Day One (non adjustable)**

Applies only to items of **Property Insured** in the Schedule against which a Declared Value is shown

- a) Declared Value means the assessment by the **Insured** of the value of the **Property Insured** arrived at in accordance with Bases of Settlement 1. a) b) c) and d) at the level of costs applying at the commencement of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently)
- b) At the commencement of each **Period of Insurance** the **Insured** will notify the **Insurer** of the Declared Value of **Property Insured** by each Item shown in the Schedule and in the absence of such declaration the last amount declared by the **Insured** will be taken as the Declared Value for the ensuing **Period of Insurance**
- c) The Declared Value for each Item is the amount shown in the Schedule excluding the provision for inflation
- d) In the event of loss the liability of the **Insurer** in respect of **Property** to which this provision applies will not exceed the Sum Insured shown in the Schedule for each Item

iv. **Alternative Basis of Settlement**

The liability of the **Insurer** will be limited to the Alternative Basis of Settlement (as defined below)

- i. until the cost of reinstatement has actually been incurred
- ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii. if at the time of its **Damage** the **Property** is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1. a)
- iv. if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the **Property Insured** at the time of its **Damage** including the costs of complying with any legislation statutory requirements or regulations or public authority byelaws removing debris and professional fees as defined in Bases of Settlement 1. b) c) and d) above subject to the provisions and exclusions applying to those Bases of Settlement

2. In respect of computer system records documents manuscripts and business books the **Insurer** will pay
 - a) the value of the materials as stationery
 - b) for the clerical labour and computer time expended in reproducing such computer system records or writing up such documents
 - c) the costs necessarily incurred in connection with the reproduction of any information to be recorded but excluding the value to the **Insured** of the information on or in such computer system records documents manuscripts and business books and subject to the liability of the **Insurer** not exceeding the limit stated in the Definition of **General Contents** or the Sum Insured whichever is the lesser
3. In respect of **Stock** and other **Property Insured** not specifically provided for the **Insurer** will pay the cost of repair or replacement (less a reduction for wear tear or depreciation) up to the market value of the **Property** in a condition equal to but not better or more extensive than its condition immediately prior to the **Damage** including the cost of removing debris as defined in Basis of Settlement 1. c)

The following provisions apply to **Stock**

- a) **Contract Price**
For **Stock** sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **Damage** insured either wholly or to the extent of the **Damage** the liability of the **Insurer** will be based on the contract price
 - b) **Second Hand Goods**
Where the **Insurer** has agreed to cover **Stock** comprising of second hand goods the liability of the **Insurer** will not exceed in respect of any one item the price paid by the **Insured** for that item as evidenced in the **Insured's** accounting books
4. In respect of Rent of **Buildings** which suffer accidental **Damage** the **Insurer** will pay

- a) if the loss relates to **Rent Receivable** the actual reduction in rent received solely in consequence of the **Damage** less any sum saved in respect of the charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**
- b) if the loss relates to **Rent Payable** in respect of the **Buildings** or the portions of the **Buildings** which are unfit for occupation in consequence of the **Damage** but only for the period necessary for the reinstatement of the **Buildings**

The liability of the **Insurer** will be limited to the loss suffered within the period of rent insured (as stated in the Schedule) which commences from the date of the **Damage**

EXTENSIONS

Subject otherwise to the terms of this Section and the **Policy**

This Section also covers

1. **Other Locations**

accidental **Damage** occurring during the **Period of Insurance** to **Stock** at any storage location up to £10,000 at any one location and £25,000 in total unless otherwise stated in the Schedule provided that **Stock** at the **Premises** is insured by this Section

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against any person lawfully in the building
- c) other locations do not include exhibition venues or contract sites

2. **Temporary Removal**

Accidental **Damage** occurring during the **Period of Insurance** to **General Contents** temporarily removed from the **Premises** for cleaning renovation or repair for an amount of 15% of the Sum Insured for **General Contents** or £25,000 whichever is the lesser (subject otherwise to any inner limit as specified in the Definition of General Contents)

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against any person lawfully in the building

3. **Exhibitions Trade Shows and Conferences**

Accidental **Damage** occurring during the **Period of Insurance** to **Stock** and **General Contents** whilst in any buildings being used for an exhibition trade show or conference in which the **Insured** is participating as an exhibitor or an attendee anywhere within the **Territorial Limits** including whilst in transit to and from such buildings subject to a maximum of £10,000 any one loss provided that such **Property** is insured by this Section

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) theft or attempted theft
 - i. from an unattended motor vehicle
 - ii. from any display or stand that has been left unattended by the **Insured** or any partner director or authorised **Employee** during exhibition trade show or conference hours
 - iii. from a building outside exhibition trade show or conference hours that does not involve entry to or exit from the buildings by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the **Insured** or any partner director or **Employee** or any person lawfully in the building

4. **Glass**

Accidental **Damage** occurring during the **Period of Insurance** to

- a) internal and external plain plate and sheet glass ornamental or bent glass Shopfront lettering on glass neon signs and external signs
- b) sanitaryware
- c) the framework fittings or goods on display in windows following glass breakage subject to a maximum of £500 any one loss

- d) alarm foil for which the **Insured** is responsible following glass breakage subject to a maximum of £250 any one loss

provided that **Buildings** or **General Contents** at the **Premises** are insured by this Section

The **Insurer** will also pay the cost of boarding up prior to the replacement of any glass insured by this Extension.

The **Insurer** will not be liable for

- i. the **Excess** specified in the Schedule
- ii. **Damage** whilst the **Premises** are **Unoccupied**
- iii. **Damage** caused by scratching installation removal or repair
- iv. **Damage** arising out of any reconstruction or alteration to or repair to the **Premises** glass or neon signs
- v. **Damage** existing prior to the commencement of this **Policy**
- vi. **Damage** consequent upon settlement expansion or contraction of frames or fittings in any new **Building** completed during the twelve months prior to the breakage
- vii. wear and tear gradual deterioration electrical or mechanical breakdown
- viii. **Damage** to bulbs or tubes within electrical signs unless the surrounding glass is fractured at the same time
- ix. breakage of any glass which does not extend through its entire thickness

5. **Locks and Keys**

following the loss of keys occurring during the **Period of Insurance** the cost incurred by the **Insured** in replacement of locks to the **Buildings** or any **Unit** or to any safe or strongroom within the **Buildings** subject to a maximum of £500 for keys to safes or strongrooms and £1,500 in total for any one loss provided that

- a) the keys were stolen from the **Buildings** or the private residence of the **Insured** or any partner director or authorised **Employee**
- b) keys left in the **Buildings** (other than a private residential portion of the **Buildings** occupied by the **Insured** or any partner director or authorised **Employee**) outside **Business Hours** or in an unattended room during **Business Hours** are locked in:
 - i. a key safe (internal or external) or other type of safe the combination to which is known only to the **Insured** or by a director partner or authorised **Employee** or
 - ii. a lockable cupboard or drawer the key to which is held in the personal custody of the **Insured** or any director partner or authorised **Employee** or a key safe or other type of safe as per item a above

For the purposes of this extension 'keys' includes keycards or other electronic access devices as well as devices to deactivate the **Intruder Alarm System** unless otherwise stated

6. **Septic Tanks and Underground Services**

the cost for which the **Insured** is responsible for repair of insured **Damage** occurring during the **Period of Insurance** to septic tanks and underground services (including covers) extending from the **Premises** to the public mains subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable for the **Excess** specified in the Schedule

7. **Rented Buildings**

against legal liability for accidental **Damage** occurring during the **Period of Insurance** to the **Buildings** hired or rented to the **Insured** for the purpose of the **Business** subject to a maximum of £5,000 any one loss provided that **General Contents** at the **Premises** are insured by this Section

The **Insurer** will not be liable

- a) for the **Excess** specified in the Schedule
- b) for liability assumed under a tenancy or other agreement which would not have attached in the absence of such agreement
- c) if the Public & Products Liability Section of this **Policy** is in force
- d) for **Damage** caused by theft or attempted theft when the **Unit** or **Buildings** are **Unoccupied**

8. **Extinguishment Expenses**

the costs incurred by the **Insured** for refilling fire extinguishment appliances and replacing used sprinkler heads subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable for costs other than as a direct result of accidental **Damage** insured by this Section

9. **Metered Water**

the cost incurred by the **Insured** as determined by the Water Supply Undertaking Meter for charges demanded by the Water Supply Undertaking Company following insured **Damage** occurring during the **Period of Insurance** to water apparatus after the point of the service feed to the **Premises** subject to a maximum of £5,000 any one loss

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) any **Damage** not discovered within 180 days of its occurrence
- c) any loss occurring when the **Unit** or **Buildings** in which the loss occurs are **Unoccupied**

10. **Clearing of Drains**

the costs incurred by the **Insured** for clearing cleaning or repairing drains gutters sewers and the like for which the **Insured** is responsible subject to a maximum of £10,000 any one loss

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) costs other than as a direct result of accidental **Damage** caused by a **Defined Peril** during the **Period of Insurance to Buildings or General Contents**

11. **Designation**

Where necessary the Item heading under which any **Property** is insured will be determined by the designation under which such **Property** appears in the books of the **Insured**

12. **Automatic Reinstatement of Sum(s) Insured**

Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated to the amount of any claim provided that

- a) the **Insured** pays the appropriate additional premium and tax
- b) in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**

13. **Purchasers Interest**

If the **Insured** has contracted to sell the **Premises** and the purchaser has not insured the **Premises** before completion the purchaser will have the benefit of this Section insofar as it relates to the **Premises** up to the date of completion

14. **Capital Additions**

If during the **Period of Insurance** alterations are made to any **Buildings** insured or **Buildings or General Contents** are constructed acquired or bequeathed at any **Premises** or elsewhere within the **Territorial Limits** and such additional **Property** is not otherwise insured it will be held covered under the relevant Items of this insurance from the time from which the **Insured** became responsible for it provided that the **Insured**

- a) tells the **Insurer** of the alteration addition acquisition or bequest within 30 days of it occurring
- b) requests a change to the **Policy** to cover the alteration addition acquisition or bequest or arranges specific insurance
- c) pays the **Insurer** an additional premium

The **Insurer** will tell the **Insured** of any changes to the terms conditions and exclusions of the **Policy**

The Sum Insured (and Declared Value) by each Item will be deemed to be increased for the 30 day limit only by the value of the additional **Property** under the Item but by not more than 10% and subject to the liability of the **Insurer** not exceeding £250,000 in respect of additional **Property** at any one location

No retrospective cover is permitted in respect of cover under the Terrorism Section (if operative)

15. **Other Interests**

The interest of

- a) any freeholder mortgagee or lessor is noted in the insurance provided by this Section for **Buildings**
- b) other parties supplying **Property** to the **Insured** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **General Contents** and/or **Computer Equipment**

and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the **Insurer**

16. **Refrigerated Goods**

The **Insurer** will indemnify the **Insured** for accidental **Damage** occurring during the **Period of Insurance to Refrigerated Goods** owned by the **Insured** or for which the **Insured** is responsible due to deterioration contamination or putrefaction whilst contained in a refrigerated goods cabinet cold room or cold store stated in the Schedule at the **Premises** for the purpose of the **Business** caused by

- a) breakdown or failure of the refrigerated goods cabinet cold room or cold store defined as the sudden stoppage of the refrigeration process by reason of inherent fault or accidental means

- b) accidental failure of the public electricity supply
- c) accidental leakage of refrigerant

The **Insurer** will not be liable for

- i. **Damage** occurring in any refrigerated goods cabinet cold room or cold store which is more than 15 years old at the time of **Damage** unless it is subject to
 - a) an annual inspection and
 - b) a maintenance contract either with the manufacturers or suppliers thereof or a certified refrigeration engineer
- ii. **Damage** resulting from the deliberate act of any public supply authority to withhold or restrict supply including but not limited to withdrawal of supply due to industrial action
- iii. **Damage** resulting from the incorrect setting of thermostatic or automatic controlling devices forming part of the refrigerated goods cabinet cold room or cold store
- iv. any amount in excess of the Sum Insured stated in the Schedule

EXCLUSIONS

The **Insurer** will not be liable for

1. **Damage** caused by or consisting of
 - a) faulty or defective designs or materials
 - b) inherent vice latent defect gradual deterioration wear tear or frost
 - c) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **Insured** or any director partner or **Employee**
 - d) the bursting of any boiler not used for domestic purposes only or any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only

but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
2. **Damage** caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight condensation atmospheric or climatic conditions dampness dryness mould or toxic mould chipping marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
 - d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this will not exclude

 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
3. **Damage** caused by or consisting of theft or attempted theft
 - a) that does not involve entry to or exit from the **Building** by forcible and violent means or that does not involve actual or threatened assault or violence or the use of force against the **Insured** or any person lawfully on the **Premises**
 - b) from any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business**
 - c) of **Property** from any garden yard open space or from any outbuilding unless specified as an Item on the Schedule
 - d) by any person lawfully on the **Premises**
 - e) from any vehicle or trailer
 - f) **Damage to Buildings**

but this will not exclude

 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
4. **Damage** caused by or consisting of
 - a) **Subsidence Ground Heave or Landslip** unless it results from a **Defined Peril** (other than storm or **Flood**) and which is not otherwise excluded
 - b) normal settlement or bedding down of new structures
5. **Damage** caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information

6. **Damage** caused by or consisting of distortion erasure or corruption of computer records or **Computer Media**
7. **Damage** due to any delay loss of market strikes or reduction in value
8. **Damage** caused by or consisting of **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to the **Buildings** (including any contract under JCT conditions)
9. **Damage** by wind rain hail sleet snow **Flood** or dust to any moveable **Property** in the open or fences and gates
10. **Damage** to the **Buildings** or structure caused by its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
11. **Damage to Property Insured**
 - a) caused by spontaneous heating or fermentation
 - b) caused by fire caused by its undergoing any process involving the application of heat
 - c) resulting from its undergoing any process of production packing treatment dyeing cleaning testing commissioning maintenance alteration restoration servicing or repair

but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
12. **Damage** caused by
 - a) freezing
 - b) escape of water from any water drainage or heating system (including any tank apparatus or pipe)
 - c) escape of oil from any tank apparatus or pipe
 - d) acts of malicious persons
 - e) theft or attempted theft

occurring in any **Building** or **Unit** which is **Unoccupied**
13. **Damage** to
 - a) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) firearms (unless stated otherwise in the Schedule) ammunition explosives fireworks promissory notes securities bonds or deeds
 - c) **Buildings** or structures in the course of construction or erection and materials or supplies in connection with all such **Property**
 - d) land (except as otherwise provided in the definition of **Buildings**) pavements piers jetties bridges culverts or excavations
 - e) animals birds fish or any living thing
 - f) growing crops plants or trees
 - g) precious stones jewellery or articles made from gold silver or other precious metals or incorporating precious stones bullion furs curiosities works of art or rare books (except where such items are stated on the Schedule)
14. **Damage** caused by or consisting of fraud or dishonesty of any person to whom **Property** has been entrusted including any collusion by the **Insured** or any partner director **Employee** or member of the **Insured's** family but this will not exclude subsequent **Damage** which itself results from a **Defined Peril** covered by this Section
15. **Damage** to any **Property** that has not been damaged or may lose value because the **Property** forms part of a pair set suite or one of a collection of matching items

CONDITIONS

1. **Risk Protections**
 - a) Automatic Sprinkler and Fire Alarm Installations
 - A. In respect of **Damage** caused by fire it is a condition precedent to the liability of the **Insurer** to pay claims that where there is an automatic sprinkler and fire alarm installations at the **Premises** the **Insured** will
 - i. take all reasonable steps to prevent freezing of and other **Damage** to the installations and in so far as it is the responsibility of the **Insured**
 - a. maintain the installations (including the automatic external alarm signal) in efficient working order

- b. maintain ready access to the water supply control facilities
 - ii. in the event that changes repairs or alterations to the installations are proposed notify the **Insurer** in writing and obtain its prior agreement in writing
 - iii. allow the **Insurer** access to the **Premises** at all reasonable times for the purpose of inspecting the installations
 - iv. carry out routine tests as agreed by the **Insurer** and remedy promptly any defect revealed by a test
- B. In the event that alterations or repairs become necessary to the automatic sprinkler installation the **Insurer** may at its option suspend any cover which is granted against **Damage** by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the **Insurer**

b) Fire Extinguishing Appliances

In respect of fire extinguishing appliances within the **Premises** it is a condition precedent to the liability of the **Insurer** to pay claims in respect of **Damage** caused by fire that:

- a) a fire extinguisher or extinguishers as required in accordance with the fire risk assessment carried out by the **Insured** or where such an assessment is not required by law a suitable fire extinguisher or extinguishers appropriate for the **Insured's** workplace must be installed at the **Premises**
- b) such fire extinguishers must be subject to an annual maintenance contract.

Subject to the observance of this condition this section of the **Policy** shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the **Insured**

c) Fire Break Doors

It is a condition precedent to the liability of the **Insurer** to pay claims in respect of **Damage** caused by fire that all fire break doors and shutters are kept closed except during **Business Hours** and are maintained in efficient working order

2. **Unattended Battery Charging**

It is a condition precedent to the liability of the **Insurer** to pay claims that the following precautions are taken on every occasion that vehicle batteries are charged

- a) the battery charging area must have a concrete floor and adequate natural ventilation
- b) the battery charger must not be placed on a combustible surface or mounted on a wall with composite panels containing combustible cores
- c) all personnel authorised to change or charge batteries must have been adequately trained
- d) disconnected charging cables must be stored where they are free from the risk of **Damage** by being run over
- e) the battery charger and switchgear must be mounted in an easily accessible position and on a separate circuit to the remainder of the **Premises**
- f) no flammable goods or waste must be allowed within 2m of the vehicle or its charging equipment
- g) fire extinguishers suitable for electrical fires must be sited in the immediate vicinity
- h) all equipment including cables must be maintained in good condition and full working order and subject to regular inspections

BUSINESS INTERRUPTION SECTION

GROSS PROFIT (DECLARATION LINKED) BASIS OF SETTLEMENT

COVER

If the **Business** at the **Premises** is interrupted as a result of accidental **Damage** occurring during the **Period of Insurance** to **Property** used by the **Business** the **Insurer** will indemnify the **Insured** for the amount of loss stated in the Basis of Settlement but not exceeding the Sums Insured stated in the Schedule or elsewhere in the **Policy** in any one **Period of Insurance**

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity the loss of **Gross Profit** being

- a) In respect of the reduction in **Turnover**
The sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** in consequence of the **Damage** and
- b) **Increase in the Cost of Working** but not exceeding the total of the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** for expenses charges or for depreciation in the value of **Stock** which would have been paid for by the **Business** out of **Gross Profit**

When **Estimated Gross Profit** is shown in the Schedule the liability of the **Insurer** will not exceed 133.33% of the **Estimated Gross Profit** Sum Insured in any one **Period of Insurance** subject to any inner limit otherwise specified in the **Policy**

EXTENSIONS

The **Insurer** will also indemnify the **Insured** as provided by the Cover in this Section for such interruption of the **Business** occurring during the **Period of Insurance** as a result of

1. **Prevention of Access**
accidental **Damage** occurring during the **Period of Insurance** to **Property** within a one mile radius of the **Premises** which prevents or hinders the use of or access to the **Premises** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

2. **Damage to Public Utilities**
accidental **Damage** occurring during the **Period of Insurance** at the situations below

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 provider linked directly therewith
 - c) water works or pumping station of the public water supply undertaking
- from which the **Insured** obtains electricity gas or water services all within the **Territorial Limits** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption with the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

3. **Contract Sites**
accidental **Damage** occurring during the **Period of Insurance** at any premises where the **Insured** is carrying out a contract subject to a maximum of £50,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule

- b) any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

4. **Suppliers**

accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of any of the suppliers manufacturers processors packers of components goods or materials with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to purchase goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

5. **Property Stored Away from the Premises**

accidental **Damage** occurring during the **Period of Insurance** **Property** of the **Insured** whilst stored inside any third party owned or operated building (excluding event exhibition trade show or conference venues and customers' and suppliers' premise) subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

6. **Exhibitions Trade Shows and Conferences**

accidental **Damage** occurring during the **Period of Insurance** to any premises at which the **Insured** is contracted to participate as an exhibitor and to which such **Damage** causes the cancellation or participation of the **Insured** in the exhibition subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the **Damage**
- b) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

7. **Customers**

accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of any of the customers of the **Insured** with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to supply goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

8. **Goods in Transit**

accidental **Damage** occurring during the **Period of Insurance** to **General Contents** and **Stock** in transit anywhere within the **Territorial Limits** by any conveyance operated by the **Insured** or by post courier service subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable

- a) for any interruption resulting from a cause not insured by this Section
- b) if the Goods in Transit Section is not operative

9. **Full Failure of Utilities – Electricity**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of electricity at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

10. **Full Failure of Utilities – Water**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of water at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure caused by the deliberate act of any supply authority

- a) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- b) caused by industrial action
- c) caused by drought or other weather conditions unless equipment has been damaged
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

11. **Full Failure of Utilities – Gas**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of gas at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

12. **Full Failure of Utilities – Telecommunications**

accidental failure occurring during the **Period of Insurance** of the telecommunications services at the incoming line terminals or receivers at the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** caused by such conditions
- e) caused by failure of any satellite
- f) other than within the **Territorial Limits**
- g) lasting less than 24 consecutive hours

The Property Exclusion does not apply to this Extension

13. **Disease Poisoning Vermin Defective Drains Murder or Suicide**
- a) the occurrence during the **Period of Insurance** of any of the following specified human infectious diseases
 - i. Acute Encephalitis
 - ii. Acute Poliomyelitis
 - iii. Anthrax
 - iv. Chicken Pox
 - v. Cholera
 - vi. Diphtheria
 - vii. Dysentery
 - viii. Legionellosis
 - ix. Legionnaires Disease
 - x. Leprosy
 - xi. Leptospirosis
 - xii. Malaria
 - xiii. Measles
 - xiv. Meningococcal Infection
 - xv. Mumps
 - xvii. Paratyphoid fever
 - xviii. Plague
 - xix. Rabies
 - xx. Rubella
 - xxi. Scarlet Fever
 - xxiii. Tetanus
 - xxiv. Tuberculosis
 - xxv. Typhoid Fever
 - xxvi. Viral Hepatitis
 - xxvii. Whooping Cough
 - xxviii. Yellow Fevermanifested by any person whilst at the **Premises** or within a 25 mile radius of it
 - b) murder or suicide at the **Premises**
 - c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
 - d) the discovery of vermin or pests in the **Buildings** that prevents the use of or part use of the **Buildings** by order of the public authority
 - e) the closing of the whole or part of the premises by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **Premises**

This cover will only apply for the period starting with the occurrence of the loss and ending after 3 months during which time the results of the **Business** are affected

- i. in the case of a) b) and c) above with the date of the occurrence or discovery (whichever occurs first) or
- ii. in the case of d) and e) above with the date from which local authority restrictions are applied to the premises

The **Insurer** will not cover any costs incurred in the cleaning repair replacement recall or checking of the **Property Insured**

The liability of the **Insurer** will not exceed £100,000 in any one **Period of Insurance**

The Property Exclusion does not apply to this Extension

EXCLUSIONS

Property Insurance

Unless otherwise stated the **Insurer** will not pay for any loss unless at the time of the **Damage to Property** resulting in interruption of the **Business** there is in force an insurance policy covering the **Insured's** interest in the **Property** for the **Damage** and

- a) payment has been made or liability admitted for the **Damage** or
- b) payment would have been made or liability would have been admitted for the **Damage** but for the exclusion of losses below a stated amount or percentage in the policy

CONDITIONS

1. **Payments on Account**
Payments on account may be made during the **Indemnity Period**
2. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **Insured** pays the appropriate additional premium and in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**
3. **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 the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such sales or services will be taken into account in arriving at the **Turnover** or **Gross Profit** during the **Indemnity Period**
4. **Professional Accountants Charges**
The **Insurer** will pay the charges payable by the **Insured** to their professional accountants for producing information required by the **Insurer** in connection with any claim and for reporting that such information is in accordance with the accounts of the **Insured**
5. **New Business**
For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the **Rate of Gross Profit** to the amount of **Turnover** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Turnover** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Turnover** realised during the period between the commencement of the **Business** and the date of such **Damage**

BUSINESS INTERRUPTION SECTION

GROSS REVENUE (DECLARATION LINKED) BASIS OF SETTLEMENT

COVER

If the **Business** at the **Premises** is interrupted as a result of accidental **Damage** occurring during the **Period of Insurance** to **Property** used by the **Business** the **Insurer** will indemnify the **Insured** for the amount of loss stated in the Basis of Settlement but not exceeding the Sums Insured stated in the Schedule or elsewhere in the **Policy** in any one **Period of Insurance**

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity

- a) in respect of the loss of **Gross Revenue**
the amount by which the **Gross Revenue** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- b) Increase in Cost of Working but not exceeding the total of the amount of the reduction in **Gross Revenue** thereby avoided

less any sum saved during the **Indemnity Period** for expenses charges or for depreciation in the value of **Stock** which would have been paid for by the **Business** out of **Gross Revenue**

When **Estimated Gross Revenue** is shown in the Schedule the liability of the **Insurer** will not exceed 133.33% of the **Estimated Gross Revenue** Sum Insured in any one **Period of Insurance** subject to any inner limit otherwise specified in the **Policy**

EXTENSIONS

The **Insurer** will also indemnify the **Insured** as provided by the Cover in this Section for such interruption of the **Business** occurring during the **Period of Insurance** as a result of

1. **Prevention of Access**
accidental **Damage** occurring during the **Period of Insurance** to **Property** within a one mile radius of the **Premises** which prevents or hinders the use of or access to the **Premises** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

2. **Damage to Public Utilities**
accidental **Damage** occurring during the **Period of Insurance** at the situations below

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 provider linked directly therewith
 - c) water works or pumping station of the public water supply undertaking
- from which the **Insured** obtains electricity gas or water services all within the **Territorial Limits** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption with the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

3. **Contract Sites**
accidental **Damage** occurring during the **Period of Insurance** at any premises where the **Insured** is carrying out a contract subject to a maximum of £50,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

4. **Suppliers**

accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of any of the suppliers manufacturers processors packers of components goods or materials with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to purchase goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

5. **Property Stored Away from the Premises**

accidental **Damage** to occurring during the **Period of Insurance** **Property** of the **Insured** whilst stored inside any third party owned or operated building (excluding event exhibition trade show or conference venues and customers' and suppliers' premise) subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

6. **Exhibitions Trade Shows and Conferences**

accidental **Damage** occurring during the **Period of Insurance** to any premises at which the **Insured** is contracted to participate as an exhibitor and to which such **Damage** causes the cancellation or participation of the **Insured** in the exhibition subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the **Damage**
- b) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

7. **Customers**

accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of any of the customers of the **Insured** with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to supply goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

8. **Goods in Transit**
accidental **Damage** occurring during the **Period of Insurance** to **General Contents** and **Stock** in transit anywhere within the **Territorial Limits** by any conveyance operated by the **Insured** or by post courier service subject to a maximum of £25,000 any one loss
- The **Insurer** will not be liable
- a) for any interruption resulting from a cause not insured by this Section
 - b) if the Goods in Transit Section is not operative
9. **Full Failure of Utilities – Electricity**
accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of electricity at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure
- a) caused by the deliberate act of any supply authority
 - b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - c) caused by industrial action
 - d) other than within the **Territorial Limits**
 - e) lasting less than 4 consecutive hours
- The Property Exclusion does not apply to this Extension
10. **Full Failure of Utilities – Water**
accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of water at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure caused by the deliberate act of any supply authority
- a) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - b) caused by industrial action
 - c) caused by drought or other weather conditions unless equipment has been damaged
 - d) other than within the **Territorial Limits**
 - e) lasting less than 4 consecutive hours
- The Property Exclusion does not apply to this Extension
11. **Full Failure of Utilities – Gas**
accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of gas at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure
- a) caused by the deliberate act of any supply authority
 - b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - c) caused by industrial action
 - d) other than within the **Territorial Limits**
 - e) lasting less than 4 consecutive hours
- The Property Exclusion does not apply to this Extension
12. **Full Failure of Utilities – Telecommunications**
accidental failure occurring during the **Period of Insurance** of the telecommunications services at the incoming line terminals or receivers at the **Premises** subject to a maximum of £50,000 any one loss
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure
- a) caused by the deliberate act of any supply authority
 - b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - c) caused by industrial action
 - d) caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** caused by such conditions
 - e) caused by failure of any satellite
 - f) other than within the **Territorial Limits**

- g) lasting less than 24 consecutive hours

The Property Exclusion does not apply to this Extension

13. **Disease Poisoning Vermin Defective Drains Murder or Suicide**

- a) the occurrence during the **Period of Insurance** of any of the following specified human infectious diseases
- i. Acute Encephalitis
 - ii. Acute Poliomyelitis
 - iii. Anthrax
 - iv. Chicken Pox
 - v. Cholera
 - vi. Diphtheria
 - vii. Dysentery
 - viii. Legionellosis
 - ix. Legionnaires Disease
 - x. Leprosy
 - xi. Leptospirosis
 - xii. Malaria
 - xiii. Measles
 - xiv. Meningococcal Infection
 - xv. Mumps
 - xvii. Paratyphoid fever
 - xviii. Plague
 - xix. Rabies
 - xx. Rubella
 - xxi. Scarlet Fever
 - xxiii. Tetanus
 - xxiv. Tuberculosis
 - xxv. Typhoid Fever
 - xxvi. Viral Hepatitis
 - xxvii. Whooping Cough
 - xxviii. Yellow Fever
- manifested by any person whilst at the **Premises** or within a 25 mile radius of it
- b) murder or suicide at the **Premises**
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
- d) the discovery of vermin or pests in the **Buildings** that prevents the use of or part use of the **Buildings** by order of the public authority
- e) the closing of the whole or part of the premises by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **Premises**

This cover will only apply for the period starting with the occurrence of the loss and ending after 3 months during which time the results of the **Business** are affected

- i. in the case of a) b) and c) above with the date of the occurrence or discovery (whichever occurs first) or
- ii. in the case of d) and e) above with the date from which local authority restrictions are applied to the premises

The **Insurer** will not cover any costs incurred in the cleaning repair replacement recall or checking of the **Property Insured**

The liability of the **Insurer** will not exceed £100,000 in any one **Period of Insurance**

The Property Exclusion does not apply to this Extension

EXCLUSIONS

Property Insurance

Unless otherwise stated the **Insurer** will not pay for any loss unless at the time of the **Damage to Property** resulting in interruption of the **Business** there is in force an insurance policy covering the **Insured's** interest in the **Property** for the **Damage** and

- a) payment has been made or liability admitted for the **Damage** or
- b) payment would have been made or liability would have been admitted for the **Damage** but for the exclusion of losses below a stated amount or percentage in the policy

CONDITIONS

1. **Payments on Account**
Payments on account may be made during the **Indemnity Period**
2. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **Insured** pays the appropriate additional premium and in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**
3. **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 the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such sales or services will be taken into account in arriving at the **Gross Revenue** during the **Indemnity Period**
4. **Professional Accountants Charges**
The **Insurer** will pay the charges payable by the **Insured** to their professional accountants for producing information required by the **Insurer** in connection with any claim and for reporting that such information is in accordance with the accounts of the **Insured**
5. **New Business**
For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the **Rate of Gross Revenue** to the amount of **Gross Revenue** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Gross Revenue** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of such **Damage**

BUSINESS INTERRUPTION SECTION

INCREASE IN COST OF WORKING BASIS OF SETTLEMENT

COVER

If the **Business** at the **Premises** is interrupted as a result of accidental **Damage** occurring during the **Period of Insurance** to **Property** used by the **Business** the **Insurer** will indemnify the **Insured** for the amount of loss stated in the Basis of Settlement but not exceeding the Sums Insured stated in the Schedule or elsewhere in the **Policy** in any one **Period of Insurance**

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity the **Increase in Cost of Working** being the increase in expenditure (including the cost of moving to and from temporary premises additional rent rates taxes and expenses incurred in equipping these premises to make them suitable for the **Business** the cost of additional staff payments for overtime advertising recompiling business documents belonging to the **Insured** or held by them in trust and for which they are responsible) incurred in order to minimise any interruption of or interference with the **Business** during the **Indemnity Period** in consequence of the **Damage**

Special Provision

Business Documents

In respect of any one business document (being book of account deed manuscript plan drawing cost sheet record or like document) the liability of the **Insurer** shall not exceed 5% of the Sum Insured by this Item

EXTENSIONS

The **Insurer** will also indemnify the **Insured** as provided by the Cover in this Section for such interruption of the **Business** occurring during the **Period of Insurance** as a result of

1. **Prevention of Access**
accidental **Damage** occurring during the **Period of Insurance** to **Property** within a one mile radius of the **Premises** which prevents or hinders the use of or access to the **Premises** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

2. **Damage to Public Utilities**
accidental **Damage** occurring during the **Period of Insurance** at the situations below

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 provider linked directly therewith
 - c) water works or pumping station of the public water supply undertaking
- from which the **Insured** obtains electricity gas or water services all within the **Territorial Limits** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption with the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

3. **Contract Sites**
accidental **Damage** occurring during the **Period of Insurance** at any premises where the **Insured** is carrying out a contract subject to a maximum of £50,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

4. **Suppliers**

accidental **Damage** occurring during the **Period of Insurance to Property** at the premises of any of the suppliers manufacturers processors packers of components goods or materials with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to purchase goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

5. **Property Stored Away from the Premises**

accidental **Damage** to occurring during the **Period of Insurance Property** of the **Insured** whilst stored inside any third party owned or operated building (excluding event exhibition trade show or conference venues and customers' and suppliers' premise) subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

6. **Exhibitions Trade Shows and Conferences**

accidental **Damage** occurring during the **Period of Insurance** to any premises at which the **Insured** is contracted to participate as an exhibitor and to which such **Damage** causes the cancellation or participation of the **Insured** in the exhibition subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the **Damage**
- b) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

7. **Customers**

accidental **Damage** occurring during the **Period of Insurance to Property** at the premises of any of the customers of the **Insured** with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to supply goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

8. **Goods in Transit**

accidental **Damage** occurring during the **Period of Insurance to General Contents and Stock** in transit anywhere within the **Territorial Limits** by any conveyance operated by the **Insured** or by post courier service subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable

- a) for any interruption resulting from a cause not insured by this Section

b) if the Goods in Transit Section is not operative

9. **Full Failure of Utilities – Electricity**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of electricity at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

10. **Full Failure of Utilities – Water**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of water at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure caused by the deliberate act of any supply authority

- a) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- b) caused by industrial action
- c) caused by drought or other weather conditions unless equipment has been damaged
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

11. **Full Failure of Utilities – Gas**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of gas at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

12. **Full Failure of Utilities – Telecommunications**

accidental failure occurring during the **Period of Insurance** of the telecommunications services at the incoming line terminals or receivers at the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** caused by such conditions
- e) caused by failure of any satellite
- f) other than within the **Territorial Limits**
- g) lasting less than 24 consecutive hours

The Property Exclusion does not apply to this Extension

13. **Disease Poisoning Vermin Defective Drains Murder or Suicide**
- a) the occurrence during the **Period of Insurance** of any of the following specified human infectious diseases
 - i. Acute Encephalitis
 - ii. Acute Poliomyelitis
 - iii. Anthrax
 - iv. Chicken Pox
 - v. Cholera
 - vi. Diphtheria
 - vii. Dysentery
 - viii. Legionellosis
 - ix. Legionnaires Disease
 - x. Leprosy
 - xi. Leptospirosis
 - xii. Malaria
 - xiii. Measles
 - xiv. Meningococcal Infection
 - xv. Mumps
 - xvii. Paratyphoid fever
 - xviii. Plague
 - xix. Rabies
 - xx. Rubella
 - xxi. Scarlet Fever
 - xxiii. Tetanus
 - xxiv. Tuberculosis
 - xxv. Typhoid Fever
 - xxvi. Viral Hepatitis
 - xxvii. Whooping Cough
 - xxviii. Yellow Fever

manifested by any person whilst at the **Premises** or within a 25 mile radius of it
 - b) murder or suicide at the **Premises**
 - c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
 - d) the discovery of vermin or pests in the **Buildings** that prevents the use of or part use of the **Buildings** by order of the public authority
 - e) the closing of the whole or part of the premises by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **Premises**

This cover will only apply for the period starting with the occurrence of the loss and ending after 3 months weeks during which time the results of the **Business** are affected

- i. in the case of a) b) and c) above with the date of the occurrence or discovery (whichever occurs first) or
- ii. in the case of d) and e) above with the date from which local authority restrictions are applied to the premises

The **Insurer** will not cover any costs incurred in the cleaning repair replacement recall or checking of the **Property Insured**

The liability of the **Insurer** will not exceed £100,000 in any one **Period of Insurance**

The Property Exclusion does not apply to this Extension

EXCLUSIONS

Property Insurance

Unless otherwise stated the **Insurer** will not pay for any loss unless at the time of the **Damage to Property** resulting in interruption of the **Business** there is in force an insurance policy covering the **Insured's** interest in the **Property** for the **Damage** and

- a) payment has been made or liability admitted for the **Damage** or
- b) payment would have been made or liability would have been admitted for the **Damage** but for the exclusion of losses below a stated amount or percentage in the policy

CONDITIONS

1. **Payments on Account**
Payments on account may be made during the **Indemnity Period**
2. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **Insured** pays the appropriate additional premium and in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**
3. **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 the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such sales or services will be taken into account in arriving at the **Gross Profit** or **Gross Revenue** during the **Indemnity Period**
4. **Professional Accountants Charges**
The **Insurer** will pay the charges payable by the **Insured** to their professional accountants for producing information required by the **Insurer** in connection with any claim and for reporting that such information is in accordance with the accounts of the **Insured**
5. **New Business**
For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the **Rate of Gross Profit** to the amount of **Turnover** or by applying the **Rate of Gross Revenue** to the amount of **Gross Revenue** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Turnover** or **Gross Revenue** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Turnover** or **Gross Revenue** realised during the period between the commencement of the **Business** and the date of such **Damage**

BUSINESS INTERRUPTION SECTION

LOSS OF RENT BASIS OF SETTLEMENT

COVER

If the **Business** at the **Premises** is interrupted as a result of accidental **Damage** occurring during the **Period of Insurance** to **Property** used by the **Business** at the **Premises** the **Insurer** will indemnify the **Insured** for the amount of loss stated in the Basis of Settlement but not exceeding the Sums Insured stated in the Schedule or elsewhere in the **Policy** in any one **Period of Insurance**

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity in respect of the loss of **Rent Receivable** of **Buildings** or **Units** occupied at the time of the **Damage**

- a) the amount by which the **Rent Receivable** during the **Indemnity Period** will in consequence of the **Damage** fall short of the Gross Rent during the period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period** after account has been taken of the trend of the **Business** and of the variations in or other circumstances affecting the **Business** had the **Damage** not occurred
- b) **Increase in the Cost of Working** but not exceeding the reduction in **Rent Receivable** avoided

less any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** payable out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**

EXTENSIONS

The **Insurer** will also indemnify the **Insured** as provided by the Cover in this Section for such interruption of the **Business** occurring during the **Period of Insurance** as a result of

1. **Prevention of Access**
accidental **Damage** occurring during the **Period of Insurance** to **Property** within a one mile radius of the **Premises** which prevents or hinders the use of or access to the **Premises** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

2. **Damage to Public Utilities**
accidental **Damage** occurring during the **Period of Insurance** at the situations below

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 provider linked directly therewith
 - c) water works or pumping station of the public water supply undertaking
- from which the **Insured** obtains electricity gas or water services all within the **Territorial Limits** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption with the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

3. **Contract Sites**
accidental **Damage** occurring during the **Period of Insurance** at any premises where the **Insured** is carrying out a contract subject to a maximum of £50,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption of the **Business** resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

4. **Suppliers**

accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of any of the suppliers manufacturers processors packers of components goods or materials with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to purchase goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

5. **Property Stored Away from the Premises**

accidental **Damage** occurring during the **Period of Insurance** **Property** of the **Insured** whilst stored inside any third party owned or operated building (excluding event exhibition trade show or conference venues and customers' and suppliers' premise) subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

6. **Exhibitions Trade Shows and Conferences**

accidental **Damage** occurring during the **Period of Insurance** to any premises at which the **Insured** is contracted to participate as an exhibitor and to which such **Damage** causes the cancellation or participation of the **Insured** in the exhibition subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the **Damage**
- b) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

7. **Customers**

accidental **Damage** occurring during the **Period of Insurance** to **Property** at the premises of any of the customers of the **Insured** with whom at the time of the **Damage** the **Insured** has contracts or trading relationships to supply goods or services subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for

- a) any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
- c) any interruption resulting from a cause not insured by this Section

The Property Exclusion does not apply to this Extension

8. **Goods in Transit**

accidental **Damage** occurring during the **Period of Insurance** to **General Contents** and **Stock** in transit anywhere within the **Territorial Limits** by any conveyance operated by the **Insured** or by post courier service subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable

- a) for any interruption resulting from a cause not insured by this Section
- b) if the Goods in Transit Section is not operative

9. **Full Failure of Utilities – Electricity**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of electricity at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

10. **Full Failure of Utilities – Water**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of water at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure caused by the deliberate act of any supply authority

- a) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- b) caused by industrial action
- c) caused by drought or other weather conditions unless equipment has been damaged
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

11. **Full Failure of Utilities – Gas**

accidental failure occurring during the **Period of Insurance** of the **Insured's** supply of gas at the terminal ends of the **Insured's** suppliers feed to the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) other than within the **Territorial Limits**
- e) lasting less than 4 consecutive hours

The Property Exclusion does not apply to this Extension

12. **Full Failure of Utilities – Telecommunications**

accidental failure occurring during the **Period of Insurance** of the telecommunications services at the incoming line terminals or receivers at the **Premises** subject to a maximum of £50,000 any one loss

The **Insurer** will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** caused by such conditions
- e) caused by failure of any satellite
- f) other than within the **Territorial Limits**
- g) lasting less than 24 consecutive hours

The Property Exclusion does not apply to this Extension

13. **Disease Poisoning Vermin Defective Drains Murder or Suicide**
- a) the occurrence during the **Period of Insurance** of any of the following specified human infectious diseases
 - i. Acute Encephalitis
 - ii. Acute Poliomyelitis
 - iii. Anthrax
 - iv. Chicken Pox
 - v. Cholera
 - vi. Diphtheria
 - vii. Dysentery
 - viii. Legionellosis
 - ix. Legionnaires Disease
 - x. Leprosy
 - xi. Leptospirosis
 - xii. Malaria
 - xiii. Measles
 - xiv. Meningococcal Infection
 - xv. Mumps
 - xvii. Paratyphoid fever
 - xviii. Plague
 - xix. Rabies
 - xx. Rubella
 - xxi. Scarlet Fever
 - xxiii. Tetanus
 - xxiv. Tuberculosis
 - xxv. Typhoid Fever
 - xxvi. Viral Hepatitis
 - xxvii. Whooping Cough
 - xxviii. Yellow Fevermanifested by any person whilst at the **Premises** or within a 25 mile radius of it
 - b) murder or suicide at the **Premises**
 - c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
 - d) the discovery of vermin or pests in the **Buildings** that prevents the use of or part use of the **Buildings** by order of the public authority
 - e) the closing of the whole or part of the premises by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **Premises**

This cover will only apply for the period starting with the occurrence of the loss and ending after 3 months during which time the results of the **Business** are affected

- i. in the case of a) b) and c) above with the date of the occurrence or discovery (whichever occurs first) or
- ii. in the case of d) and e) above with the date from which local authority restrictions are applied to the premises

The **Insurer** will not cover any costs incurred in the cleaning repair replacement recall or checking of the **Property Insured**

The liability of the **Insurer** will not exceed £100,000 in any one **Period of Insurance**

The Property Exclusion does not apply to this Extension

EXCLUSIONS

Property Insurance

Unless otherwise stated the **Insurer** will not pay for any loss unless at the time of the **Damage to Property** resulting in interruption of the **Business** there is in force an insurance policy covering the **Insured's** interest in the **Property** for the **Damage** and

- a) payment has been made or liability admitted for the **Damage** or
- b) payment would have been made or liability would have been admitted for the **Damage** but for the exclusion of losses below a stated amount or percentage in the policy

CONDITIONS

1. **Payments on Account**
Payments on account may be made during the **Indemnity Period**
2. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **Insured** pays the appropriate additional premium and in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**
3. **Professional Accountants Charges**
The **Insurer** will pay the charges payable by the **Insured** to their professional accountants for producing information required by the **Insurer** in connection with any claim and for reporting that such information is in accordance with the accounts of the **Insured**

BOOK DEBTS SECTION

DEFINITION

Outstanding Debit Balances

The total recorded debits adjusted for

- 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 the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**
 - c) any abnormal condition of trade which had or could have had a material effect on the **Business**
- so that the figures adjusted will represent as nearly as reasonably practicable those which would have been obtained at the date of the accidental **Damage** had the **Damage** not occurred

COVER

In the event of accidental **Damage** occurring during the **Period of Insurance** to the business records of the **Insured**

1. at the **Premises**
2. not at the **Premises** but within the **Territorial Limits** whilst
 - a) in **Transit**
 - b) temporarily at premises occupied by persons acting on behalf of the **Insured**

preventing the **Insured** from tracing or establishing customers debit balances the **Insurer** will indemnify the **Insured** for the amount of the loss stated in the Schedule

EXCLUSIONS

The **Insurer** will not be liable for

1. any loss due to
 - i. alteration manipulation falsification or other act in order to conceal any dishonesty
 - ii. book keeping accounting or invoicing errors or omissions
 - iii. records being mislaid misfiled or other unexplained disappearance
2. any loss arising from erasure or distortion of information on computer systems or other records due to
 - i. the presence of a magnetic flux unless such flux results from lightning
 - ii. the failure breakdown or malfunction of equipment
 - iii. error in the operation of equipment
 - iv. defects in records

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity the difference between

1. the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances and
2. the additional expenditure incurred with the consent of the **Insurer** in tracing and establishing customers debit balances after the **Damage** and

The **Insurer** will also indemnify the **Insured** for charges payable by the **Insured** to their professional accounts for producing information required by the **Insurer** in investigating or verifying a claim under this Section

CONDITIONS

1. **Liability of the Insurer**

The liability of the **Insurer** in any one **Period of Insurance** will not exceed in the aggregate the Total Sum Insured or in respect of any Item its Sum Insured
2. **Duplicate Records and Storage**

It is a condition precedent to the liability of the **Insurer** to pay claims that the **Insured**

- a) maintains a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each week and in the event of **Damage** resulting in a claim will supply that record to the **Insurer** or
- b) will keep all business records in which credit accounts of the **Business** are shown stored in standard metal cabinets fire resisting cabinets safes or strongrooms when not in use

EQUIPMENT BREAKDOWN SECTION

This Section will apply only where the Property All Risks Business Interruption and Specified All Risks Sections of the Policy are shown as operative in the Schedule for the **Period of Insurance**

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s)

- a) Electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
- b) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires
- c) **Explosion** or **Collapse of Covered Equipment** operating under steam or other fluid pressure
- d) loss or damage to hot water boilers other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event not otherwise excluded occurring inside such equipment
- e) **Damage** caused by operator error that results in the overloading of **Covered Equipment**

All **Accidents** that are the result of the same event will be considered one **Accident**

Biomass and Biogas Installation(s)

Any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

Breakdown

- a) The actual breaking failure distortion or burning out of any part of the **Covered Equipment** whilst in ordinary use arising from defects in the **Covered Equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- b) Fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative
- c) The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- d) **Electronic Derangement**

Collapse

The sudden and dangerous distortion whether or not attended by rupture of any part of the **Covered Equipment** caused by crushing stress by force of steam or other fluid pressure other than pressure of chemical action or ignited flue gases or ignition of the contents

Computer Equipment

- a) Electronic computer or other data processing and/or storage equipment
- b) projectors printers scanners and other peripheral devices used in conjunction with a) above
- c) Software and programs licensed to the **Insured** and installed on a) above
- d) **Portable Computer Equipment**

Covered Equipment

Equipment at the **Premises** owned by the **Insured** or for which the **Insured** is responsible

- a) which is built to operate under vacuum or pressure other than the weight of its contents or
- b) that generates transmits stores or converts energy or
- c) comprising **Computer Equipment**
but excluding
 - i. any supporting structure foundation masonry brickwork cabinet
 - ii. any insulating or refractory material

- iii. any vehicle aircraft floating vessels or any equipment mounted thereon other than vehicle recovery crane or equipment which is included but not the actual vehicle
- iv. self-propelled plant and equipment other than fork lift trucks and pallet trucks used by the **Insured** at their **Premises** dragline excavation or construction equipment
- v. equipment manufactured by the **Insured** for sale
- vi. safety or protective devices due to their functioning
- vii. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- viii. any electronic equipment other than **Computer Equipment** used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- ix. any **Manufacturing Production or Process Equipment** including linked **Computer Equipment**
- x. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- xi. any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer Equipment** whilst in a private dwelling or private dwelling quarters unless such equipment is the property of the **Insured** or for which they are responsible
- xii. any **Biomass or Biogas Installation(s)**
- xiii. any **Hydroelectric Installation**

Electronic Derangement

Malfunction of the **Computer Equipment** or electronic circuitry controlling or operating the **Covered Equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **Covered Equipment** in order to restore it to its normal operation

Electronic Derangement does not include

- a) the rebooting reloading or updating of software or firmware
- b) the incompatibility of **Covered Equipment** with any software or equipment installed introduced or networked within the previous 30 days
- c) the **Covered Equipment** being of insufficient size specification or capacity

Explosion

The sudden and violent rending of **Covered Equipment** by force of internal steam or other fluid pressure other than pressure of chemical action or ignited flue gases or ignition of the contents causing bodily displacement of any part of the **Covered Equipment** together with forcible ejection of the contents

Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Hydroelectric Installation(s)

Any equipment machinery dam and weir used in connection with running a hydroelectric power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment together with any substation and distribution transformer switchgear meter cabling telecommunication and monitoring device building and converter housing (including fixtures and fittings) and security equipment

Manufacturing Production or Process Equipment

Any machine or apparatus other than boilers lifts fork lift trucks dock levellers and lifting tables which has a primary purpose of processing or producing a product or service intended for eventual sale by the **Insured** and any equipment which exclusively serves such machinery or apparatus

Media

All forms of electronic magnetic and optical tapes and discs for use in any **Computer Equipment**

Portable Computer Equipment

- a) Laptops palmtops and notebooks
- b) Personal digital assistants (PDAs)
- c) Projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**
- d) Removable satellite navigation systems

- e) Digital cameras

Service Provider

A business that the **Insured** hires under a written contract to perform services on its behalf in connection with the **Business**

Transit

The loading unloading and movement of **Covered Equipment** (owned by the **Insured** or for which the **Insured** is responsible) other than by air or sea unless the sea transit is by roll-on/roll-off ferry

Verified

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

COVER

Subject to all of the provisions stated herein and in the **Policy** of which this **Section** is intended to be part the **Insurer** agrees to provide insurance for direct physical loss or damage and any specified consequential loss from an **Accident** occurring during the **Period of Insurance** to **Covered Equipment**

- a) owned by the **Insured** or for which the **Insured** is responsible subject to a maximum liability of £5,000,000 for any one **Accident** Within this amount the liability of the **Insurer** shall not exceed
 - i. £500,000 for any one **Accident** to **Computer Equipment** whilst at the **Premises** specified in the Schedule
 - ii. £5,000 for any one **Accident** to **Portable Computer Equipment** anywhere in the world
- b) during **Transit** anywhere in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
- c) whilst temporarily removed from the **Premises** specified in the Schedule
 - i. as long as the **Covered Equipment** remains under the **Insureds** control or
 - ii. if it is removed for the purpose of repair replacement restoration service or modification

anywhere within the England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man

This cover will apply only where the Property All Risks and Business Interruption sections of the Policy are shown as effective in the Schedule for the current **Period of Insurance**

BASIS OF SETTLEMENT

As stated in the Property All Risks and Business Interruption Sections of this Policy

EXTENSIONS

1. Hazardous Substances

The **Insurer** shall be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a **Hazardous Substance** including any additional expenses incurred to clean up or dispose of such **Property**

The liability of the **Insurer** shall not exceed £10,000 for any one **Accident** in respect of such additional costs

2. Reinstatement of Data and Computer Increased Costs of Working

A. The **Insurer** shall be liable for costs incurred in reinstating **Data** lost or damaged in consequence of an **Accident** to or **Electronic Derangement of Computer Equipment**

The liability of the **Insurer** shall not exceed £50,000 for any one **Accident**

provided that

- a) liability is limited solely to the cost of reinstating **Data** onto **Media**
- b) the **Insurer** shall not be liable for **Damage** to software

B. In addition the **Insurer** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the **Insured**

The liability of the **Insurer** shall not exceed £50,000 for any one **Accident** in respect of such additional costs

3. **Business Interruption**

Provided that the Business Interruption Section of this **Policy** is operative the **Insurer** shall be liable for financial loss as a result of interruption of the **Business** caused by or resulting from an **Accident** to **Covered Equipment**

The liability of the **Insurer** in any one **Period of Insurance** shall not exceed £100,000

The **Insurer** shall not be liable under this Extension for any loss resulting from Extension 8 Damage to Own Surrounding Property

4. **Public Authorities**

The sum insured in respect of **Buildings** includes an amount for additional costs incurred solely by the **Insured** by reason of the necessity to comply with any legislation statutory requirements or regulations or public authority byelaw in

- a) reinstating the damaged parts of the **Buildings**
 - b) upgrading any undamaged parts of the **Buildings**
- as a result of an **Accident** to **Covered Equipment** that causes **Damage** to the **Buildings**

The **Insurer** will not pay for

- i. any amount exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed in respect of item b above
- ii. any such cost resulting from a notice served on the **Insured** prior to the date of the **Damage**
- iii. the amount of any rate tax duty development or other charge arising out of capital appreciation which may be payable in respect of the **Buildings**

The work of reinstatement or upgrading must be completed within 12 months of the date of the **Damage** unless a longer period is agreed by the **Insurer** in writing

5. **Public Relations Costs**

In the event of financial loss incurred by the **Insured** during the **Period of Insurance** and with their prior written agreement the **Insurer** will pay the cost for the services of a professional public relations firm to assist the **Insured** in creating and disseminating communications to:

- the media
- the public
- the **Insured's** customers and clients

The liability of the **Insurer** shall not exceed £25,000 for any one **Accident** under this Extension

6. **Expediting Expenses**

With regard to damaged **Covered Equipment** the **Insurer** shall be liable for the extra cost incurred by the **Insured** during the **Period of Insurance** to make temporary repairs and expedite permanent repairs or permanent replacement

The liability of the **Insurer** shall not exceed £20,000 for any one **Accident** under this Extension

7. **Hire of Substitute Item**

If **Covered Equipment** is damaged as a result of an **Accident** the **Insurer** shall be liable for the cost of hire charges actually incurred by the **Insured** during the **Period of Insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

The liability of the **Insurer** shall not exceed £10,000 for any one **Accident** under this Extension

8. **Storage Tanks and Loss of Contents**

The **Insurer** will pay for **Damage** caused by an **Accident** occurring during the **Period of Insurance** to oil storage tanks or water tanks including connected pipework belonging to the **Insured** or for which the **Insured** is responsible at the **Premises**

In addition this Extension covers loss of the contents of oil storage tanks caused by

- a) escape of contents – leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- b) contamination – contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

The liability of the **Insurer** shall not exceed £10,000 for any one **Accident** under this Extension

9. **Damage to Own Surrounding Property**

The **Insurer** will pay for **Damage to Property** at the **Premises** belonging to the **Insured** or in their custody and control and for which they are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure

The liability of the **Insurer** shall not exceed £1,000,000 for any one **Accident** under this Extension

10. **Additional Access Costs**

Provided that the Business Interruption Section of this **Policy** is operative the **Insurer** shall be liable under this Extension for any additional costs incurred in order to gain access to repair or replace the **Covered Equipment** following an **Accident**

The liability of the **Insurer** shall not exceed £20,000 for any one **Accident** under this Extension

11. **Debris Removal**

The **Insurer** shall be liable under this Extension for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**

The liability of the **Insurer** shall not exceed £25,000 any one **Accident**

12. **Repair Costs Investigation**

With their prior written agreement the **Insurer** will pay costs relating to repair investigations and tests by consulting engineers for damage to **Covered Equipment** following an **Accident** for an amount not exceeding £25,000 any one **Accident**

The **Insurer** shall not be liable under this Extension for fees incurred in preparing a claim under this **Policy**

13. **Energy Efficiency Improvements**

With their prior written agreement the **Insurer** will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** occurring during the **Period of Insurance** with similar equipment that is better for the environment safer and more efficient than the **Covered Equipment** being replaced

The liability of the **Insurer** shall not exceed 25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 for any one **Accident** whichever is the lesser

EXCLUSIONS

The **Insurer** will not be liable for

1. the **Excess** as specified in the Schedule
2. **Damage** caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
3. **Damage to Data or Media** of any kind caused by
 - a) programming error or programming limitation
 - b) **Virus**
 - c) introduction of malicious code
 - d) loss of **Data** other than as specifically provided for under Extension 2A Reinstatement of Data
 - e) loss of access
 - f) loss of use
 - g) loss of functionality
4. **Damage** caused by
 - a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenancebut if **Damage** from an **Accident** results the **Insurer** will be liable for that resulting **Damage**

5. **Damage** recoverable under any maintenance agreement or any warranty or guarantee
6. any claim cost or loss caused by the deliberate act of a **Service Provider** to restrict or withhold the provisions of any services

CONDITIONS

1. **Precautions**
The **Insured** shall exercise due diligence in
 - a) complying with any statute or order
 - b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent **Damage**

2. **Back-Up Records**
The **Insured** shall maintain a minimum of 2 generations of **Verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

If a **Service Provider** processes or stores **Data** for the **Insured** the **Insured** must make sure that the terms of the contract with the **Service Provider** allows for **Data** to be backed up in line with this condition

If the **Insured** fails to keep to this condition the **Insurer** may still pay a claim if the **Insured** can show that the formal procedures are in place to keep this condition and that the failure was an accidental oversight or as a result of circumstances beyond the **Insureds** control

EMPLOYERS' LIABILITY SECTION

COVER

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages and claimants costs and expenses in respect of **Injury** sustained by an **Employee** arising out of and in the course of employment by the **Insured** within the **Territorial Limits** and resulting directly from the **Business** during the **Period of Insurance**

The **Insurer** will also pay for legal costs and expenses incurred with its prior written consent

- a) in defence of any claims
- b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

The indemnity provided by this Section shall extend to apply in respect of liability for **Injury** caused to any director or **Employee** whilst undertaking work in connection with the **Business** on a temporary basis within any country outside of the **Territorial Limits** provided that

- i. any such **Employee** is normally resident within the **Territorial Limits**
 - ii. the duration of such work does not exceed six months during the **Period of Insurance**
 - iii. any work or visits outside of Europe consists solely of clerical sales promotion or administrative work or participation in exhibitions trade shows and conferences as an exhibitor or attendee only
- unless otherwise agreed by the **Insurer**

Limit of Liability

- a) The maximum liability of the **Insurer** inclusive of all costs and expenses payable under this Section shall be the Limit of Liability stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source
- b) For any one occurrence or series of occurrences arising out of any one event the maximum liability of the **Insurer** in respect of all legal liability costs expenses including interest thereon directly or indirectly caused by or attributed to by or arising from **Terrorism** shall not exceed £5,000,000

EXTENSIONS

Subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

1. Health and Safety at Work – Legal Defence Costs

The **Insurer** shall indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** in the terms of this Section in respect of

- a) costs and expenses incurred with the written consent of the **Insurer**
 - b) costs and expenses of the prosecution awarded against any such party
- in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 and any subsequent amending legislation committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**

Provided that

- i) the proceedings relate to the health safety or welfare of an **Employee**
- ii) the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter corporate manslaughter corporate homicide or culpable homicide other Health & Safety Legislation costs already incurred
- d) costs and expenses provided for under any other insurance or security
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

2. **Compensation for Court Attendance**

Where at the request of the **Insurer** or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurer** will provide compensation to the **Insured** at the following rates for each day or part day on which attendance is required

- | | |
|--|------|
| a) the Insured or any partner or director | £500 |
| b) any Employee | £250 |

3. **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained by an **Employee** or the **Employees** personal representatives in respect of **Injury** caused to such **Employee** during the **Period of Insurance** and arising out of and in the course of employment with the **Insured** in the **Business** against any company or individual in any court within the **Territorial Limits** and remaining unsatisfied in whole or in part six months after the date of such judgment the **Insurer** will pay to the **Employee** or to the **Employees** personal representatives at the request of the **Insured** the amount of such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the **Employees** personal representatives shall assign judgment to the **Insurer**

4. **Indemnity to Other Parties**

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) Any officer or committee member or other member of the **Insureds** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity but excluding any first aid provided by any qualified medical practitioner or nurse
- b) Any partner director or **Employee** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as **Insured** in this Section
- c) Any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

provided that

- i. each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. the liability of the **Insurer** to the **Insured** and all parties indemnified shall not exceed the Limit of Indemnity

5. **Injury to Working Partners**

In respect of **Injury** sustained by any working partner named as the **Insured** in the Schedule the **Insurer** will for the purposes of this Section deem such partner to be an **Employee** provided that the **Insurer** shall only be liable under this Extension where

- a) the **Injury** is sustained whilst such partner is working in connection with the **Business**
- b) the **Injury** is caused by the negligence of another partner or **Employee** whilst working in the **Business**
- c) the injured partner has a valid right of action in negligence against the person responsible for such **Injury**

6. **Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** in respect of

- a) legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b) costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this Section

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- i. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in Great Britain Northern Ireland the Isle of Man and the Channel Islands
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**

The maximum liability of the **Insurer** shall not exceed £1,000,000 in any one **Period of Insurance** but this limit is included within and is not in addition to the Limit of Indemnity stated in the Schedule

EXCLUSIONS

The **Insurer** will not be liable for

1. **Road Traffic Act Exclusion**
claims for **Injury** to an **Employee** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation
2. **Offshore**
liability caused by or arising from any **Services Offshore**
3. **Hazardous Locations**
liability arising in connection with work on or in
 - a) docks quays harbours boatyards inland waterways
 - b) railways tramways and cable-cars
 - c) hovercraft or watercraft
 - d) offshore gas or oil installations and underground or underwater
 - e) chemical or petrochemical works oil or gas refineries or storage facilities
 - f) aircraft airports airfields or aerospace systems
 - g) amusement parks stadia or spectator stands
 - h) collieries mines or quarries
 - i) power stations or wind farms
 - j) any installation where nuclear processing is undertaken
 - k) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways tunnels or sewers
4. **Excluded Equipment**
liability arising from or in connection with the use of cradles or tower cranes
5. **Excluded Activities**
liability arising from or in connection with water diversion pile driving underpinning the use of explosives demolition or partial demolition

PUBLIC & PRODUCTS LIABILITY SECTION

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Contractual Liability

Legal liability assumed by the **Insured** under the express or intended terms of any contract or agreement that restrict the **Insureds** right of recovery or increase their liability at law beyond that applicable in the absence of those terms

North America

- a) The United States of America or Canada
- b) Any territory
 - i. within their jurisdiction
 - ii. having a reciprocal enforcement arrangement with them

Territorial Limits

- a) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- b) Any member country of the European Union
- c) Elsewhere in the world in respect of accidental
 - i. **Injury** to any person or
 - ii. **Damage to Property**
caused by or arising from
 - clerical administrative and other non-manual activities of the **Insured** or any partner director or **Employee** normally employed within the territories specified in a) of this Definition and occurring during any temporary visit made in connection with the **Business** during the **Period of Insurance**
 - **Products**
but excluding **North America**

COVER

The **Insurer** will indemnify the **Insured** against legal liability to pay as damages and claimants' costs and expenses arising out of accidental

- a) **Injury** to any person
- b) **Damage to Property**
- c) nuisance trespass obstruction or interference with any right of way light air or water occurring within the **Territorial Limits** in connection with the **Business** during the **Period of Insurance**

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section and Extensions to this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in Schedule

Provided that the liability of the **Insurer** for all indemnity payable in respect of or arising out of **Products** shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one **Period of Insurance**

The maximum liability of the **Insurer** in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

For any claim or claims arising directly or indirectly as a result of **Terrorism** the Limit of Indemnity will apply to the total of all events occurring during any one **Period of Insurance** and will not exceed £2,000,000 or the amount stated in the Schedule whichever is the lesser

EXTENSIONS

Subject otherwise to the terms of this Section and the **Policy**

1. **Contingent Motor Liability**

The **Insurer** will indemnify the **Insured** in the terms of this Section against legal liability arising out of the use by any **Employee** for the purposes of the **Business** of any motor vehicle not belonging to or provided by the **Insured**

Provided that the **Insurer** shall not be liable

- a) for **Damage** to such motor vehicle or **Property** conveyed therein or thereon
- b) for **Injury** or **Damage** arising while such vehicle is being driven by the **Insured** or any partner or director
- c) for **Injury** to any **Employee**
- d) for **Injury** or **Damage** to **Property** occurring outside the **Territorial Limits**
- e) if indemnity is provided under any other insurance or security

2. **Cross Liabilities**

If more than one person is named in the Schedule as the **Insured** the **Insurer** will indemnify each person as though a separate **Policy** had been issued to each person and the **Insurer** agrees to waive all rights of subrogation against any such person provided that the total liability of the **Insurer** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed in the Limit of Indemnity stated in the Schedule

3. **Overseas Personal Liability**

The **Insurer** will indemnify the **Insured** or any partner director or **Employee** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- a) **Injury** to any person
- b) **Damage to Property**

occurring during the **Period of Insurance** within the territories stated in b) and c) of the **Territorial Limits** during temporary visits in connection with the **Business** provided that

- i. the conduct and control of all claims is vested in the **Insurer**
- ii. any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this **Policy** in so far as they can apply
- iii. the liability of the **Insurer** shall not exceed the Limit of Indemnity stated in the Schedule

The **Insurer** will not be liable for

- a) liability arising from
 - i. any business profession or trade
 - ii. ownership or occupation of land or buildings
 - iii. ownership possession or use of
 - firearms (other than sporting guns)
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non-mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - iv. **Property** held in trust
 - v. **Injury** to the **Insured** or such director partner or **Employee** or family member accompanying them
- b) liability more specifically insured
- c) liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

4. **Personal Data**

The **Insurer** will indemnify the **Insured** against legal liability to pay damages for damage or distress under all law regulations and codes of practice in connection with personal data (as defined by any such law) provided that the act or omission from which liability arises is committed during the **Period of Insurance** in connection with the **Business**

The **Insurer** will not be liable for

- a) liability arising from
 - i. the processing of data for reward
 - ii. the determining of the financial status of a person
 - iii. a deliberate act or omission by the **Insured** or any partner director or **Employee** from which liability could reasonably be expected by the **Insured** or such partner director or **Employee** having regard to the nature and circumstances of such act or omission
 - iv. any agreement which would not have attached in the absence of such agreement
- b) any costs of replacing reinstating rectifying destroying or erasing any data
- c) any amount in excess of the Limit of Indemnity stated in the Schedule
- d) damages where indemnity is provided by any other insurance

5. **Compensation for Court Attendance**

Where at the request of the **Insurer** or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurer** will provide compensation to the **Insured** at the following rates for each day or part day on which attendance is required

- | | |
|--|------|
| a) the Insured or any partner or director | £500 |
| b) any Employee | £250 |

6. **Defective Premises Act 1972**

The **Insurer** will indemnify the **Insured** in the terms of this Section against legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the **Insured** for purposes pertaining to the **Business** and since disposed of by the **Insured**

The **Insurer** shall not be liable

- a) for **Injury** or **Damage to Property** happening prior to the disposal of the premises
- b) for the costs of remedying any defect or alleged defect in the premises disposed of
- c) if the **Insured** is entitled to indemnity from any other source

7. **Contractual Liability**

The **Insurer** will indemnify the **Insured** against legal liability assumed under contract or agreement provided that full conduct and control of all claims is vested in the **Insurer**

The **Insurer** shall not be liable

- a) for physical loss or damage to contract works in respect of which the **Insured** is required to effect insurance under the terms of any contract or agreement
- b) for liability arising out of any contract work executed by or on behalf of the **Insured**
- c) for liability arising from **Products**

8. **Indemnity to Principal**

The **Insurer** will indemnify any **Principal** in respect of legal liability of such **Principal** arising out of work carried out by the **Insured** under a contract or agreement provided that

- a) an indemnity would have been provided under this Section had the claim been made against the **Insured**
- b) the **Principal** complies with and is subject to the terms Conditions and Exclusions of this **Policy** in so far as they can apply
- c) the conduct and control of all claims is vested in the **Insurer**

9. **Leased Hired or Rented Premises**

The **Insurer** will indemnify the **Insured** against legal liability for physical loss of or physical damage to premises leased hired or rented to the **Insured** for the purpose of the **Business** within the **Territorial Limits**

10. **Indemnity to Other Parties**

At the request of the **Insured** the **Insurer** will indemnify

- a) any officer member or **Employee** social sports or welfare organisation or first aid fire or ambulance services in their respective capacity as such but excluding any first aid provided by any qualified medical practitioner or nurse
- b) any director partner or **Employee**

c) the owner of plant hired to the **Insured** under the Construction Plant-hire Association conditions but not in respect of any liability which is required to be insured under any road traffic legislation provided that

- i. the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**
- ii. the full conduct and control of all claims is vested in the **Insurer**
- iii. such person is not entitled to indemnity under any other insurance

11. **Health and Safety at Work – Legal Defence Costs**

The **Insurer** shall indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** in the terms of this Section in respect of

- a) costs and expenses incurred with the written consent of the **Insurer**
- b) costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that

- i. the proceedings relate to the health safety or welfare of any person other than an **Employee**
- ii. the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- b) costs and expenses of an appeal against improvement or prohibition notices
- c) costs and expenses on indictment for manslaughter corporate manslaughter corporate homicide or culpable homicide other Health & Safety Legislation costs already incurred
- d) costs and expenses provided for under any other insurance or security
- e) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

12. **Consumer Protection and Food Safety Acts – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** in the term of this Section in respect of legal costs and expenses incurred with the written consent of the **Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- i. fines or penalties of any kind
- ii. proceedings or appeals in respect of any deliberate act or omission
- iii. costs or expenses insured by any other policy

13. **Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** in respect of

- a) legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b) costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the **Period of Insurance** in the course of the **Business** and which may be the subject of indemnity under this Section

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- i. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in Great Britain Northern Ireland the Isle of Man and the Channel Islands
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**

The maximum liability of the **Insurer** shall not exceed £1,000,000 in any one **Period of Insurance** but this limit is included within and is not in addition to the Limit of Indemnity stated in the Schedule

14. Member to Member Liability

The **Insurer** will indemnify any member of the **Insureds** sports social or welfare organisations in like manner to the **Insured** in respect of liability for accidental **Injury** or **Damage to Property** sustained by fellow members of such organisations whilst engaged in the activities of such organisations provided that such member

- a) is not entitled to indemnity under any other policy
- b) shall observe fulfil and be subject to the terms Conditions and Exclusions of this **Policy** in so far as they may apply

14. Legionellosis

General Exclusion 5. Pollution or Contamination will not apply in respect of **Legionellosis** provided that

- a) the **Insurer** will not be liable for **Legionellosis** occurring prior to the commencement of cover under this Section
- b) the **Insurer** will not be liable unless
 - i. claims are first made in writing to the **Insured** a director or partner during the **Period of Insurance** or
 - ii. the first notification of **Injury** or alleging **Injury** or of any incidents which may give rise to a claim made to the **Insured** a director or partner is notified to the **Insurer** during the **Period of Insurance** or within 30 days of expiry of the same **Period of Insurance**
- c) the **Insurer** will not be liable for any **Legionellosis** occurring in **North America**
- d) all **Legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e) the maximum amount the **Insurer** will pay including damages claimants' costs and expenses and the **Insured's** costs and expenses for **Pollution or Contamination** arising from or in connection with **Legionellosis** during any one **Period of Insurance** will not exceed the Public & Products Liability Limit of Indemnity shown on the Schedule
- f) where more than one party is entitled to indemnity under this extension the **Insurers** total combined liability to all parties will not exceed the Public & Products Liability Limit of Indemnity shown on the Schedule in any one **Period of Insurance**

EXCLUSIONS

These apply in addition to the General Exclusions

The **Insurer** will not be liable for

- 1. **Employers Liability**
liability for **Injury** sustained by any **Employee** arising out of and in the course of their employment with the **Insured**
- 2. **Custody and Control**
Damage to Property
 - a) in the custody or control of or owned by the **Insured** or
 - b) being worked on by or on behalf of the **Insured** if such **Damage** is as a direct result of such work other than
 - i. personal effects of any partner director or **Employee** of or visitor to the **Insured**

- ii. premises (and their contents) not belonging leased rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work
3. **Offshore**
liability caused by or arising from any **Services Offshore**
 4. **Pollution or Contamination**
liability in respect of
 - a) **Pollution or Contamination** including any cost or expense arising out of any governmental demand or request that an **Insured** test for access monitor clean-up remove contain treat detoxify or neutralise any **Seeping or Polluting or Contaminating Substances** occurring in **North America** and the **Insurer** will not have the duty to defend any claim or suit seeking to impose such costs expenses or liability for damages relating to **Pollution or Contamination** or any other relief
 - b) **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Seeping or Polluting or Contaminating Substances** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**
 5. **Road Traffic Act**
liability caused by or arising from the ownership possession or use by the **Insured** or on the **Insureds** behalf of any motor vehicle trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance
 6. **Aircraft and Watercraft**
liability arising out of the ownership possession or use by or on behalf of the **Insured** of any
 - a) type of aircraft or spacecraft
 - b) watercraft or hovercraft exceeding 8 meters in length that is ordinarily capable of movement by mechanical power and which is under the **Insureds** control
 7. **Damage to Products and Services**
liability for **Damage to Property** forming part of a contract for the sale or supply of **Products** or **Services** caused by or arising from a defect in or the unsuitability of those **Products** or **Services**
 8. **Aviation and Hovercraft Products**
liability caused by or arising from any **Products** which to the **Insureds** knowledge are for use in or on any aircraft hovercraft or device intended to travel through air or space
 9. **Design Advice or Treatment**
liability arising
 - a) from the defective design plan formula or specification of **Products** supplied if it is given for a fee or if a fee would normally be charged for it
 - b) out of technical professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
 - c) out of treatment given or administered by the **Insured** or any partner director or **Employee** or on the **Insured's** behalf unless shown by endorsement in the Schedule
 - d) from a failure to give advice or treatment or any lack of professional skill
 10. **Airside**
The **Insurer** will not be liable for liability caused by or arising from any services in or on
 - a) aircraft
 - b) airport or airfield runways manoeuvring areas or aprons or any other parts of airports or airfields to which aircraft ordinarily have access

11. **Recall**
- liability to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **Products** from sale or use
12. **Contractual Liability**
- liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7.
13. **Mould and Toxic Mould**
- any liability of whatsoever nature arising out mould or toxic mould
14. **Hazardous Locations**
- any liability arising in connection with work on or in
- l) docks quays harbours boatyards inland waterways
 - m) railways tramways and cable-cars
 - n) hovercraft or watercraft
 - o) offshore gas or oil installations and underground or underwater
 - p) chemical or petrochemical works oil or gas refineries or storage facilities
 - q) aircraft airports airfields or aerospace systems
 - r) amusement parks stadia or spectator stands
 - s) collieries mines or quarries
 - t) power stations or wind farms
 - u) any installation where nuclear processing is undertaken
 - v) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways tunnels or sewers
15. **North America**
- liability arising from
- a) any **Products** which to the **Insureds** knowledge are for export either directly or indirectly to **North America**
 - b) **Services in North America**
 - c) **Pollution or Contamination** of the atmosphere land or water or any buildings or structure or any environmental damage or impairment in **North America**
16. **Defamation and Discrimination**
- liability caused by or arising from
- a) libel or slander
 - b) false statement
 - c) discrimination of any kind
17. **Deliberate Acts**
- any liability
- a) caused by or arising from any deliberate act error or omission
 - i. where the results are intended or expected or are reasonably foreseeable by the **Insured**
 - ii. by anyone other than the **Insured** so far as cover is requested for their own liability
 - b) for clean up costs in circumstances where the **Insured** have knowingly
 - i. deviated from any regulatory notice order or protection ruling
 - ii. omitted to inspect maintain or perform necessary repairs to plant or machinery for which the **Insured** are responsible
18. **Employment Dispute**
- liability caused by or arising from a dispute with or proceedings brought by any person for
- a) their existing past or prospective contract of employment with the **Insured**
 - b) a breach of employment related legislation

19. **Intellectual Property**
- liability arising from passing off or infringement of trade name registered design unregistered design copyright or patent right
20. **Overseas Establishment**
- liability caused by or arising from any associated or subsidiary company of the **Insured** or any of the **Insured's** branch offices or any representative of the **Insured** with power of attorney registered having premises or resident outside the **Territorial Limits**
21. **Rectification of Defects**
- liability to rectify remedy repair replace re-apply modify investigate access or remove defective or unsuitable **Products** or **Services** or to make any refund
22. **Jurisdiction**
- any claims brought in any court outside England Scotland Wales Northern Ireland Channel Islands Isle of Man or any member country of the European Union
23. **Excluded Equipment**
- liability arising from or in connection with the use of cradles or tower cranes
24. **Excluded Activities**
- liability arising from or in connection with water diversion pile driving underpinning the use of explosives demolition or partial demolition
25. **Drugs and Medicines**
- liability arising from or in connection with the making up or prescribing or dispensing or repackaging of any drug medicine or medical preparation
26. **High Risk Applications**
- liability arising from or in connection with any **Products** knowingly supplied by the **Insured** or any director, partner or **Employee** to be used in connection with aircraft aerial devices spacecraft motor vehicles or the operational areas of gas chemical nuclear petrochemical or power generation plants or mines

MONEY SECTION

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident

Bodily injury caused by accidental violent external and visible means

Estimated Annual Carryings

The estimate by the **Insured** of the total value of **Negotiable Money** to be **In Transit** during the **Period of Insurance**

Insured Person

Insured or any partner director or **Employee**

In Transit

In transit in the personal custody of the **Insured** any authorised director partner or **Employee** a security organisation approved by the **Insurer** or by registered post

Loss of Limb(s)

- a) In the case of a leg or legs
 - i. loss by permanent physical severance at or above the ankle or
 - ii. permanent and total loss of use of an entire foot or leg.

- b) In the case of an arm or arms
 - i. loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
 - ii. permanent and total loss of use of an entire hand or arm

Loss of Eyes Hearing or Speech

- a) Loss of Eyes
Irrecoverable loss of sight:
 - i. in both eyes if an **insured person** is registered as severely sight impaired
 - ii. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet)

- b) Loss of Hearing
Total and permanent loss of hearing

- c) Loss of Speech
Total and permanent loss of speech

Permanent Total Disablement

Any permanent disablement other than **Loss of Eyes Hearing or Speech** or **Loss of Limb(s)** which having lasted without interruption for at least 12 months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the **Insurer** will in all probability permanently completely and continuously prevent the **Insured Person** from engaging in or giving attention to business profession or occupation of each and every kind for the remainder of his or her life

Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their usual occupation

Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their usual occupation

COVER

The **Insurer** will indemnify the **Insured** in respect of the Limits of Indemnity stated in the Schedule against **Damage to Money** occurring during the **Period of Insurance** held in connection with the **Business** by any cause not excluded

The **Insurer** will indemnify the **Insured** against **Damage** sustained as a direct result of theft or attempted theft of **Money** of or to

- a) any safe or strongroom specified in the Schedule or any bag or other container used by the **Insured** or any authorised partner director or **Employee** to carry **Money**
- b) clothing and personal effects belonging to the **Insured** or to any partner director or **Employee** following assault or violence or the threat of assault or violence

The **Insurer** will pay the **Insured** when any **Insured Person** whilst engaged in connection with the **Business** as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence

- a) suffers an **Accident** resulting within twelve months directly and independently of any other cause in death or disablement
- b) suffers emotional stress necessitating professional counselling provided such counselling is recommended by a qualified medical practitioner and agreed by the **Insurer** before costs are incurred

BASIS OF SETTLEMENT

- a) The **Insurer** will pay the **Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the Schedule at the time of **Damage**
- b) The most the **Insurer** will pay for any one claim is
 - i. for any one Item the Limit of Liability specified in the Schedule
 - ii. for any one safe or strongroom £5,000
 - iii. for any one bag or container its value at the time of **Damage**
 - iv. for clothing or personal effects £1,000 per person
 - v. for death **Accident** disablement or emotional stress the amounts specified in the Scale of Compensation
- c) The **Insurer** will also pay
 - i. the value of any safe or strongroom of any bag or container used to carry **Money** or of the clothing or personal effects of the **Insured** or any partner director or **Employee** lost or damaged at the same time or at the option of the **Insurer** reinstate or replace such property or any part of such property
 - ii. compensation in respect of death **Accident** disablement or emotional stress

SCALE OF COMPENSATION

Item	Amount
1. a) Death	£25,000
b) Loss of Limb(s) or Loss of Eyes Hearing or Speech	£25,000
c) Permanent Total Disablement	£25,000
d) Temporary Total Disablement – per week	£100
e) Temporary Partial Disablement – per week	£50
2. The cost of professional counselling	
a) per hour	£50
b) any one person	£1,000
c) in total	£5,000

In respect of each **Insured Person** compensation will not be paid by the **Insurer**

- i. under more than one of 1.a) 1.b) or 1.c) for the consequences of the same **Accident**
- ii. under 1.d) and 1.e) for more than 104 weeks in all in respect of one or more **Accidents**

BASIS OF SETTLEMENT ADJUSTMENTS

In calculating the most the **Insurer** will pay for any one claim adjustments shall be made in accordance with the following

1. **Contribution**
If at any time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering **Money** or any other **Property Insured** by this Section in whole or in part the liability of the **Insurer** under this Section shall be limited to the rateable proportion of the **Insurer** of such **Damage**
2. **Damage to Premises**
In the event that the Property All Risks Section is operative but **Buildings** are not covered under this **Policy** the **Insurer** will pay
 - a) costs for which the **Insured** are responsible necessarily incurred by the **Insured** to repair **Damage** to the **Buildings** as a direct result of theft or attempted theft of **Money** (and as insured by this Section)
 - b) the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure

The most the **Insurer** will pay for any one claim is £5,000
3. **Weekly Compensation**
Weekly compensation will be paid when the total amount to be paid has been agreed or if the **Insured** so request at the end of each period of four weeks disablement

EXCLUSIONS

The **Insurer** will not pay for

1. loss arising from the dishonesty of any partner director or **Employee** which is not discovered within 15 working days of such loss
2. **Damage** to any machine which uses coins notes or tokens
3. loss due to theft of or from any unattended vehicle
4. shortage due to error or omission
5. any loss to a specified safe or strongroom unless the key or keys to the specified safe or strongrooms are removed from the **Premises** or if a person is authorised to hold such keys and that person lives on the **Premises** that person removes all keys to that part of the **Premises** in which the person actually lives
6. **Consequential Loss** of any kind or description
7. **Damage** death **Accident** disablement or emotional stress arising outside the **Territorial Limits**
8. any death or disablement attributable to or accelerated by pregnancy or pre-existing physical or mental defect or infirmity which was known to the **Insured** or the **Insured Person** at the inception of the insurance or prior to the latest renewal thereof and which had not been declared to and accepted in writing by the **Insurer**

CONDITIONS

1. **Precautions**
The **Insured** must
 - a) exercise due care in selecting employees to be entrusted with **Money** and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers
 - b) keep a proper written record of all **Money** covered by this Section and allow the **Insurer** to inspect this record at all reasonable times
 - c) secure and lock all cash registers safes and other money containers whenever such containers are left unattended during **Business Hours**
2. **Transit**
In respect of **Negotiable Money In Transit** in the personal custody of the **Insured** or of any authorised partner director or **Employee** it is a Condition Precedent to any liability under this Section that such **Money** will be accompanied by
 - a) at least two responsible adults when in excess of £3,000
 - b) at least three responsible adults when in excess of £6,000
 - c) a professional security company when in excess of £15,000unless otherwise agreed by the **Insurer** in writing or amended by a clause applicable to this Section as stated in the Schedule

3. **Cash Tills**
Outside **Business Hours** all cash tills must have their drawers left open with all contents other than small change removed elsewhere
4. **Automated Teller Machines**
- a) automated teller machines must be emptied at the end of each working day and the money within transferred to a safe approved by the **Insurer** for the amount of cash involved. Such transfer is to be carried out only after the **Premises** has been cleared of all customers then locked to deny further access to the **Premises** and whilst there are at least two able-bodied **Employees** present in the **Premises** during the transfer. Alternatively the cash must be deposited in a bank night safe with the transfer to the bank being undertaken in accordance with Condition 2. Transit of this Section
 - b) the automated teller machine door and security container within must be left open empty and unlocked outside **Business Hours**
 - c) whenever the automated teller machine is opened the **Premises** must be cleared of all customers then locked to deny further access to the **Premises** and at least two able-bodied **Employees** are to be present in that **Premises**
 - d) notices must be displayed in prominent areas within the **Premises** stating that the automated teller machine is protected by a smoke generating and/or banknote degradation system and holds no cash outside of **Business Hours**
5. **Additional Claims Conditions**
- a) In the event of **Accident** or emotional stress the **Insured Person** must
 - i. as soon as possible after the **Accident** has occurred consult a qualified medical practitioner and follow the advice of such practitioner
 - ii. submit to any medical examination made on behalf of the **Insurer**
 - iii. in the event of a claim being made for the cost of professional counselling supply the **Insurer** with a recommendation for treatment in writing by a qualified medical practitioner
 - b) In the event of the death of an **Insured Person** as a result of **Accident** the **Insurer** shall be entitled at the expense of the **Insurer** to arrange a post-mortem examination

The **Insurer** will not pay for any claim unless the terms of this Condition have been complied with

GOODS IN TRANSIT SECTION

COVER

The **Insurer** will indemnify the **Insured** for accidental **Damage** to **Stock** or **General Contents** that occurs during the **Period of Insurance** whilst in **Transit** within the **Territorial Limits** by

- a) any vehicle operated by the **Insured**
- b) any vehicle operated by hauliers courier service rail post or other conveyance up to the Sum(s) Insured specified for each method of **Transit** stated in the Schedule

Limit of Liability

The liability of the **Insurer**

a) **Event**

for all indemnity payable in respect of any Event or series of claims arising from any one Event will not exceed the Limit

b) **Aggregate**

will not exceed in any one **Period of Insurance** the Aggregate Limit

as stated in the Schedule

EXTENSIONS

1. **Additional Expenses**

The **Insurer** will pay the additional expense of

- a) transferring to another conveyance
- b) reloading
- c) removal of debris

as a result of accidental **Damage** occurring during the **Period of Insurance** by fire explosion collision or overturning of the conveyance subject to a maximum of £1,000 any one loss

2. **Employees Effects**

The **Insurer** will pay for accidental **Damage** occurring during the **Period of Insurance** to the personal property of any **Employee** by fire explosion collision or overturning of the conveyance subject to a maximum of £500 any one loss

3. **Sheets and Ropes**

The **Insurer** will pay for accidental **Damage** occurring during the **Period of Insurance** to sheets tarpaulins ropes chains toggles and trolleys arising as a result of **Damage** to **Property** in **Transit** for which the **Insurer** has accepted liability under this Section subject to a maximum of £1,000 any one loss

4. **Loading Unloading and Storage**

For the purposes of this Section the Definition of **Transit** includes loading unloading and temporary storage in the course of a journey

EXCLUSIONS

The **Insurer** will not be liable for

- 1. the **Excess** specified in the Schedule
- 2. **Damage** to
 - i. animals birds fish or any living thing or explosives
 - ii. **Money** securities promissory notes bonds deeds documents manuscripts computer system records plans or business books
 - iii. precious stones jewellery or articles made from gold silver or other precious metals or incorporating precious stones bullion furs curiosities works of art or rare books wines spirits perfume or tobacco products (except where such Items are stated on the Schedule)

3. **Damage** caused by
 - i. Depreciation deterioration or contamination unless caused by fire explosion or overturning of the vehicle
 - ii. defective or inadequate packaging or insufficient address of any parcel or package or load
 - iii. wear and tear frost faulty or defective design latent defect or inherent vice operational error or omission moths insects vermin climatic conditions damp mildew rust
 - iv. loss in weight evaporation taint leakage or spillage electrical or mechanical breakdown or derangement
 - v. bruising scratching chipping denting oxidation or discolouration corrosion wet or dry rot shrinkage evaporation loss of weight dampness or dryness
 - vi. the deterioration of **Property Insured** whilst in **Transit** in frozen chilled or insulated condition due to variations in temperature
4. **Damage** caused by delay loss of market or direct or indirect **Consequential Loss** of any kind
5. **Damage** caused by acts of fraud or dishonesty of any person to whom **General Contents** or **Stock** have been entrusted including any collusion
6. **Damage** to any **Property** more specifically insured by or on behalf of the **Insured**
7. disappearance shortage or unexplained or inventory shortage
8. **Damage** to or caused by **Dangerous Goods**
9. **Damage** caused by theft or attempted theft from a vehicle owned by the **Insured** or for which the **Insured** are responsible which does not involve entry to or exit from the vehicle by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passengers of the vehicle
10. **Damage** to **General Contents** or **Stock** inside any trailer demountable body or container whilst they are detached from any vehicle owned by the **Insured** or for which the **Insured** are responsible
11. **Damage** to **Property Insured** in or on soft-topped open-topped open-sided or curtain-sided vehicles or trailers caused by
 - a) storm tempest or **Flood**
 - b) theft or attempted theft
 - c) acts of malicious persons in respect of an unattended vehicle or trailer
12. **Damage** to **Stock** or **General Contents** despatched on Free On Board terms unless declared to and accepted in writing by the **Insurer**
13. **Damage** to vehicles (including their accessories) demountable bodies containers caravans railway locomotives rolling stock watercraft or aircraft
14. **Damage** to items carried by the **Insured** or on the **Insured's** behalf for hire or reward
15. any **Damage** unless occurring within the **Territorial Limits**

BASIS OF SETTLEMENT

1. In respect of **General Contents** the **Insurer** will pay
 - a) the cost of reinstatement being
 - i. where the **Property** is lost or destroyed the cost of its replacement by similar **Property**
 - ii. where the **Property** is damaged the cost of repairing or restoring the damaged portions in either case to a condition substantially the same as but not better or more extensive than its condition when new
 - b) the cost of removing debris being the cost incurred with the consent of the **Insurer** in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 - i. incurred in removing debris from other than the area immediately adjacent to the site at which the **Damage** occurred
 - ii. arising from **Pollution or Contamination of Property** not insured by this Section
 - c) the cost of professional fees being those necessarily incurred in the reinstatement of the **Property** but not for preparing any claim

The provisions below apply

a) Partial Damage

Where **Damage** occurs to only part of the **Property** the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the **Property** been wholly destroyed

b) Alternative Basis of Settlement

The liability of the **Insurer** will be limited to the Alternative Basis of Settlement (as defined below)

- i. until the cost of reinstatement has actually been incurred
- ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii. if at the time of its **Damage** the **Property** is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1. a)
- iv. if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the **Property** at the time of its loss or destruction or the amount of the **Damage** including the cost of removing debris and professional fees as defined in the Bases of Settlement 1. b) and c) above and subject to the provisions and Exclusions applying to those Bases of Settlement

2. In respect of documents manuscripts and business books the **Insurer** will pay
 - a) the value of the materials as stationery
 - b) for the clerical labour expended in writing up such documents
 - c) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recordedbut excluding the value to the **Insured** of the information on or in such documents manuscripts and business books and subject to the liability of the **Insurer** not exceeding the Limit stated in the Definition of **General Contents** or the Event Limit whichever is the less
3. In respect of **Stock** and other insured **Property** not specifically provided for the **Insurer** will pay the value of the **Property** at the time of its **Damage** including the cost of removing debris as defined in 1. b) above
The provision below applies

Contract Price

In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of any **Damage** insured either wholly or to the extent of the **Damage** the liability of the **Insurer** will be based on the contract price

CONDITIONS

1. Security Precautions

When a motor vehicle containing **Property** which is operated by the **Insured** or on the **Insured's** behalf is left unattended it is a condition precedent to liability of the **Insurer** to pay claims in respect of **Damage** caused by theft or attempted theft or acts of malicious persons that

- a) when such conveyance is left unattended during the working day of the driver
 - i. all doors windows and other openings are closed properly fastened and locked
 - ii. any immobiliser cut out steering lock or alarm is correctly set to operate
 - iii. all keys or electronic devices to lock or unlock or otherwise secure the vehicle are removed from the vehicle and held in the personal custody of the **Insured** or any partner director or authorised person
- b) after the last business **Transit** of the day has ceased and until collected by the **Insured** or any director partner or authorised person at the commencement of the next working day or period the vehicle must be housed in a securely locked building or guarded security compound and secured in accordance with Condition 1a) above

2. Vehicle Condition

It is a condition precedent to the liability of the **Insurer** to pay claims in respect of any **Damage** that the vehicle being used for transport of items must be roadworthy and suitable for the carriage of the items

SPECIFIED ALL RISKS SECTION

COVER

The **Insurer** will pay to the **Insured** in the event of **Damage** to **Property Insured** described in the Schedule whilst within the **Territorial Limits** specified in the Schedule occurring during the **Period of Insurance** the amount of loss as stated in the Basis of Settlement

BASIS OF SETTLEMENT

1. The **Insurer** will pay the value of **Property insured** at the time of **Damage** or at the **Insurers** option reinstate replace or repair such **Property** or any part of such **Property** in according with the following bases of settlement The **Insurer** will not be bound to reinstate exactly but only as circumstances permit The **Insurer** will not pay for the cost of preparing a claim For **Property Insured** the maximum amount the **Insurer** will pay for **Damage** is the Sum Insured or Limit stated in the Schedule in respect of such **Property** (adjusted in accordance with General Condition 22 Index Linking) and subject to any inner limit otherwise stated in the policy wording

a) **Reinstatement**

the cost of reinstatement being

- i. where the **Property Insured** is lost or destroyed the cost of its replacement by similar property
- ii. where the **Property Insured** is damaged the cost of repairing or restoring the damaged portions in either case to a condition substantially the same as but not better or more extensive than its condition when new

b) **Removal of Debris**

the cost of removing debris being the cost incurred with the consent of the **Insurer** in removing debris dismantling demolishing shoring up and propping portions of the **Property Insured** but excluding any costs and expenses

- i. incurred in removing debris from outside the site of the **Premises** at which the accidental **Damage** has occurred other than from the area immediately adjacent to that site
- ii. arising from **Pollution or Contamination** of **Property** not insured by this Section

c) **Professional Fees**

the cost of professional fees being those necessarily incurred in the reinstatement of the **Property Insured** excluding **Stock** but not for preparing any claim

The undernoted provisions apply

i. **Partial Damage**

Where insured **Damage** occurs to only part of the **Property Insured** the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the **Property Insured** been wholly destroyed

ii. **Alternative Basis of Settlement**

The liability of the **Insurer** will be limited to the Alternative Basis of Settlement (as defined below)

- a) until the cost of reinstatement has actually been incurred
- b) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- c) if at the time of its **Damage** the **Property** is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1. a)
- d) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the **Property Insured** at the time of its **Damage** including the costs of complying with any legislation statutory requirements or regulations or public authority byelaws removing debris and professional fees as defined in Bases of Settlement 1. b) and c) above subject to the provisions and exclusions applying to those Basis of Settlement

2. In respect of computer system records documents manuscripts and business books the **Insurer** will pay

- a) the value of the materials as stationery
- b) for the clerical labour and computer time expended in reproducing such computer system records or writing up such documents
- c) the costs necessarily incurred in connection with the reproduction of any information to be recorded

but excluding the value to the **Insured** of the information on or in such computer system records documents manuscripts and business books and subject to the liability of the **Insurer** not exceeding the limit stated in the Definition of **General Contents** or the Sum Insured whichever is the lesser

EXCLUSIONS

The **Insurer** will not be liable for

1. the **Excess** specified in the Schedule
2. **Damage** caused by or consisting of
 - a) faulty or defective designs or materials
 - b) inherent vice latent defect gradual deterioration wear tear or frost
 - c) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **Insured** or any director partner or **Employee**
 - d) the bursting of any boiler not used for domestic purposes only or any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
3. **Damage** caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight condensation atmospheric or climatic conditions dampness dryness mould or toxic mould chipping marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them
 - d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
but this will not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
4. **Damage** caused by or consisting of theft or attempted theft
 - a) that does not involve entry to or exit from a **Building** by forcible and violent means or that does not involve actual or threatened assault or violence or the use of force against the **Insured** or any person lawfully on the **Premises**
 - b) from any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business**
 - c) of **Property** from any garden yard open space or from any outbuilding unless specified as an item on the Schedule
 - d) by any person lawfully on the **Premises**
 - e) from any vehicle or trailer
but this will not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
5. **Damage** caused by or consisting of
 - a) **Subsidence Ground Heave** or **Landslip** unless it results from a **Defined Peril** other than storm or **Flood** and which is not otherwise excluded
 - b) normal settlement or bedding down of new structures
6. **Damage** caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
7. **Damage** caused by or consisting of distortion erasure or corruption of computer records or **Computer Media**
8. **Damage** due to any delay loss of market strikes or reduction in value
9. **Damage** by wind rain hail sleet snow **Flood** or dust to any moveable **Property** in the open or fences and gates
10. **Damage** to the **Property Insured**
 - a) by spontaneous heating or fermentation or the
 - b) by fire caused by its undergoing any process involving the application of heat

- c) resulting from its undergoing any process of production packing treatment dyeing cleaning testing commissioning maintenance alteration restoration servicing or repair
but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
11. **Damage** caused by
- a) freezing
 - b) escape of water from any water drainage or heating system (including any tank apparatus or pipe)
 - c) escape of oil from any tank apparatus or pipe
 - d) acts of malicious persons
 - e) theft or attempted theft
- occurring in any **Building** or **Unit** which is **Unoccupied**
12. **Damage** to
- a) buildings or structures in the course of construction or erection and materials or supplies in connection with all such property
 - b) precious stones jewellery or articles made from gold silver or other precious metals or incorporating precious stones bullion furs curiosities works of art or rare books (except where such items are stated on the Schedule)
13. **Damage** caused by or consisting of fraud or dishonesty of any person to whom **Property** has been entrusted including any collusion by the **Insured** or any director partner **Employees** or member of the **Insured's** family but this will not exclude subsequent **Damage** which itself results from a **Defined Peril** covered by this Section
14. **Damage** to any **Property** that has not been damaged or may lose value because the **Property** forms part of a pair set suite or one of a collection of matching items

CONDITIONS

1. **Limit of Liability**

The liability of the **Insurer** in any one **Period of Insurance** will not exceed in the aggregate the Total Sum Insured or in respect of any Item its Sum Insured or any other stated Limit of Liability

LEGAL EXPENSES SECTION

ARAG plc registered in England number 02585818 Registered address 9 Whiteladies Road Clifton Bristol BS8 1NN ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369 AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on **0800 111 6768** ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Appointed Advisor

The solicitor accountant mediator or other advisor appointed by **Us** to act on behalf of the **Insured**

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 100% “no-win no-fee”

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of “no-win no-fee”

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
- 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 4. Tax by the **Appointed Advisor** and agreed by **Us** in advance
- d) **Your Employee’s** basic wages or salary under 9. 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 or anticipated adverse or negative publicity or media attention directed towards **You** under 11. Crisis Communication

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) The estate heirs legal representatives or assigns of any persons mentioned above in the event of such person dying
- c) 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

AmTrust Europe Limited

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
- b) In criminal prosecution claims where the **Insured**
 - pleads guilty a greater than 50% chance of reducing any sentence or fine or
 - 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

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999 A court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014 A court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this Section of the Policy applies

Territorial Limits

For covers 6. Legal Defence 7. Compliance and Regulation and 12. Contract and Debt Recovery the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union For all other insured events the United Kingdom Channel Islands and the Isle of Man

We Us Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer** Amtrust Europe Limited

You Your

The **Business**

BASIS OF SETTLEMENT

The **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under 2. Employment Compensation Awards) up to the Limit of Indemnity and aggregate limit specified in the Schedule to which this Policy attaches for all claims related by time or originating cause subject to all of the following requirements being met

1. **You** have paid the premium
2. **You** keep to the terms of this **Policy** and cooperates fully with **Us**
3. The insured event arises in connection with the **Business** and occurs within the **Territorial Limit**
4. The claim
 - i. always has **Reasonable Prospects of Success**
 - ii. is reported to **Us**
 - during the **Period of Insurance**
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim
5. Unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
 - i. to be heard by the **Small Claims Court** or an Employment Tribunal and or
 - ii. before proceedings have been or need to be issued
6. Any dispute will be dealt with by through mediation or a court tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body with the **Territorial Limit**

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section in respect of all claims related by time or originating cause including the cost of appeals will not exceed the Limit of Indemnity and the aggregate Limit of Indemnity stated in the Schedule in any one **Period of Insurance**

COVER

1. **Employment**

The **Insurer** will indemnify **You** for 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 of 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 Northern Ireland have been or ought to have been concluded

The **Insurer** will not be liable for 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) redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the **Policy** except where **You** have had equivalent cover in force up until the start of this **Policy**
- c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing grievance or appeal
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**

2. **Employment Compensation Awards**

Following a claim **We** have accepted under 1. Employment the **Insurer** will indemnify **You** for any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013 awarded against **You** by a tribunal or
- c) an amount agreed by **Us** in settlement of a dispute

Provided that compensation is

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

The **Insurer** will not be liable for compensation awards relating to

- a) money due to an **Employee** under a contract or a statutory provision relating thereto
- b) trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning a European Works Council
- c) civil claims or statutory rights relating to trustees of occupational pension schemes

3. **Employment Restrictive Covenants**

The **Insurer** will indemnify **You** for

- 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 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 and
 - iv. does not contain restrictions in excess of 12 months
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant

4. **Tax Protection**

The **Insurer** will indemnify **You** for

- a) a formally notified aspect or full enquiry into **Your** tax affairs or into the personal tax affairs of **Your** directors and or partners
- b) a dispute about **Your** compliance with regulations relating to
 - i. Value Added Tax or
 - ii. Pay As You Earn or
 - iii. Social Security or
 - iv. National Insurance Contributions or
 - v. the Construction Industry Scheme or
 - vi. IR35following a compliance check by HM Revenue and Customs

- c) an enquiry into **Your** tax affairs or into the personal tax affairs of **Your** directors and or partners arising from an alleged discovery by HM Revenue and Customs

Provided that

- i. all returns are completed and have been submitted within the statutory timescales permitted and
- ii. **You** keep proper records in accordance with statutory requirements and
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available

The **Insurer** will not be liable for any claim relating to

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements
- b) an investigation by the Fraud Investigation Service of HM Revenue and Customs
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
- d) any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland
- e) **Your** failure to register for VAT

5. **Property**

The **Insurer** will indemnify **You** for 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**

The **Insurer** will not be liable for any claim relating to

- a) a contract between **You** and a third party except for a claim under 5. c)
- b) goods in transit or goods lent or hired out
- c) the compulsory purchase of or demolition restrictions controls or permissions placed on land or property by any government local or public authority
- d) a dispute with any party other than the party who caused the damage nuisance or trespass

6. **Legal Defence**

The **Insurer** will indemnify the **Insured** for

- a) a criminal investigation and or enquiry by
 - i. the police
 - ii. a health and safety authority or
 - iii. other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted
- b) an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction
- c) a motor prosecution brought against **Your** directors and or partners that arises from the use of any vehicle for personal social or domestic purposes or to commute to or from their place of work

The **Insurer** will not be liable for any claim relating to a parking offence

7. **Compliance and Regulation**

The **Insurer** will indemnify **You** for

- a) receipt of a Statutory Notice served against **You**
- b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body
- c) a civil action alleging wrongful arrest arising from an allegation of theft
- d) compensation awarded against **You** provided a claim against **You** for compensation under Section 13 of the Data Protection Act 1998 including that **You** are registered with the Information Commissioner

The **Insurer** will not be liable for any claim relating to

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

- c) a Health and Safety Executive Fee for Intervention

8. **Statutory Licence Appeals**

The **Insurer** will indemnify **You** for an appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew **Your** statutory licence or compulsory registration

9. **Loss of Earnings**

The **Insurer** will indemnify the cost of 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

The **Insurer** will not be liable for any claim relating to any sum which can be recovered from the court or tribunal

10. **Employees' Extra Protection**

At **Your** request the **Insurer** will indemnify **You** for

- a) civil proceedings are issued against **Your Employee**
 - i. for unlawful discrimination or
 - ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your Employee**
- b) where an **Insured** or a member of their family suffers injury or death as a result of a sudden event
- c) a claim arising from personal identity theft targeted at **Your** directors and or partners

The **Insurer** will not be liable for any claim regarding 10. a) and b) relating to

- a) defending **You**
- b) a condition illness or disease which develops gradually over time

11. **Crisis Communication**

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** the **Insurer** will indemnify will

- a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this Section of the Policy or acts on **Your** behalf under any other policy) to draft a media statement or press release and or
 - b) prepare communication for **Your** customers/staff and or a telephone or website script and 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 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

The **Insurer** will not be liable for any claim relating to

- 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 and Expenses** in excess of £10,000

12. **Contract and Debt Recovery**

The **Insurer** will indemnify **You** for 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 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

The **Insurer** will not be liable for any claim relating to

- 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 Equipment** internet services which
 - 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

EXCLUSIONS

The **Insurer** will not be liable for any claim relating to

1. **Costs and Expenses** or compensation awards incurred without **Our** consent
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the **Policy** and which the **Insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Insured** involving
 - i. assault violence indecent or obscene materials dishonesty malicious falsehood defamation the manufacture dealing in or use of alcohol illegal drugs illegal immigration except in relation to Insured event 11. Crisis Communication
 - ii. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for injury (other than injury to feelings in relation to 1. Employment) or loss or damage to property owned by the **Insured**
5. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to 3. Employment Restrictive Covenants)
6. a dispute with any subsidiary parent associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **Us** the **Insurer** or the party who arranged this cover not dealt with under General Condition 9. Arbitration
10. The payment of fines penalties or compensation awarded against the **insured** (except as covered under 2. Employment Compensation Awards or 7. d) or costs awarded against the **Insured** by a court of criminal jurisdiction

CONDITIONS

Where the **Insurers** risk is affected by the **Insureds** failure to keep to these conditions the **Insurer** can cancel this Section of **Your** 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

1. **The Insured's Responsibilities**
An **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** favour
 - 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) keep **Costs and Expenses** as low as possible
2. **Freedom to choose an Appointed Advisor**
 - a) In certain circumstances as set out in 2. 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. **We** agree to start 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 or **Small Claims Court** where **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 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
 - d) 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
 - e) In respect of pursuing a claim under 12. 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

3. **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** 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 at all times Where on the balance of probabilities and having considered carefully all the facts of the claim it appears 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 any part of the outcome of the **Insureds** claimthe **Insurer** shall have no liability for **Legal Costs and Expenses**

4. **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**

5. **Barrister's Opinion**
- We** may require the **Insured** to obtain and pay for an opinion from a barrister 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 the **Insured's** right under General Condition 6. Cancellation

6. **Acts of Parliament Statutory Instruments Civil Procedure Rules and Jurisdiction**
- All legal instruments and rules referred to within this Section of the **Policy** shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation

7. **General Data Protection Regulation (GDPR)**
- This is a summary of how we may collect use share and store personal information To view our full privacy statement please see our website - www.arag.co.uk

Collecting personal information

We may be required to collect certain personal or sensitive information which may include name address and date of birth and if appropriate medical information We will hold and process any such information in accordance with the General Data Protection Regulations Should we ask for personal or sensitive information we undertake that it shall only be used in accordance with our privacy statement

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product for example to process premium or handle a claim To fulfil these obligations we may need to share personal or sensitive information with other organisations

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details

Keeping personal information

We shall not keep personal information for any longer than necessary

Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including the right to a copy of the personal data we hold the right to object to the use of personal data or the withdrawal of previously given consent the right to have personal data deleted For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement

ADDITIONAL SERVICES (Only available if the Legal Expenses Section is operative)

All helplines are available 24/7 365 days a year unless where otherwise stated and they 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.

1. **Business Legal Services**
Register today at www.araglegal.co.uk and enter the voucher code **X1232K545CA3** to access the law guide and download legal documents to help with commercial legal matters.

2. **Legal and Tax Advice 0344 571 7978**
If **You** have a legal or tax problem relating to **Your Business**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business-related legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

3. **Redundancy Approval 0117 917 1698**
We can arrange specialist advice if **You** are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This unfunded service is available 9am and 5pm on weekdays (except bank holidays).

4. **Crisis Communication 0344 571 7964**
If **You** are concerned about an event that may result in negative publicity which could affect **Your Business**, **You** can access professional public relations support from **Our** Crisis Communications experts.

Where possible, initial advice for **You** to act upon will be provided over the phone, but if **Our** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print, or broadcast that could damage **Your Business**, **You** are insured against the costs of crisis communication services under Insured event 11, when **You** use this helpline.

5. **Counselling Assistance 0333 000 2082**

For an **Employee** (including family members permanently living with them) needing confidential help and advice, **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your Employee** set or anxiety from personal problems to bereavement.

CLAIMS PROCEDURE

If **You** need to make a claim, **You** must notify **Us** as soon as possible.

- a) Under no circumstances should **You** instruct **Your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.
- b) **You** can download a claim form by visiting www.arag.co.uk/newclaims or **You** can request one by telephoning **Us** on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
- c) **We** will issue **You** with a written acknowledgement within one working day of receiving **Your** claim form.
- d) Within five working days of receiving all the information needed to assess the availability of cover under this Section of the **Policy**, **We** will write to **You** either:
 - i. confirming cover under the terms of **Your Policy** and advising **You** of the next steps to progress **Your** claim, or
 - ii. if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.
- e) When a lawyer is appointed, they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

TERRORISM SECTION

DEFINITIONS

Each time any of the following words or phrases appear in this Section starting with a capital letter and in bold they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Territorial Limits

England Scotland and Wales

Cover

The **Insurer** will pay for **Damage** or loss resulting from **Damage to Property** covered under the Property All Risks Money Specified All Risks and Goods in Transit Sections but only where operative whilst within the **Territorial Limits** caused by **Terrorism** occurring during the **Period of Insurance** provided that

- a) in any action suit or other proceedings where the **Insurer** allege that any **Damage** or loss resulting from **Damage** is not covered the burden of proving that such **Damage** is covered will be upon the **Insured**
- b) this Section is not subject to any of the Exclusions specified in this **Policy** other than as specified in Exclusions i. to vii. of this Section
- c) this Section is subject to all the terms and conditions of this **Policy** unless otherwise specified in this Section
- d) the **Insurers** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **Period of Insurance** will not exceed the Sums Insured or Limits stated in the Schedule in respect of **Property Insured** or as otherwise specified in the **Policy**

The **Insurer** will not pay for

- I. **Damage** to any **Building** or **Property** therein insured under the **Policy** in the name of an individual or individuals which is occupied as a private residence or any part thereof which is so occupied except as expressly varied in exclusions ii. and iv. of this Section
- II. **Damage** to blocks of flats and/or private dwelling houses or **Property** therein insured under the **Policy** in the name of an individual or individuals (other than where such individuals are sole traders partners in an unincorporated business partnership trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)
- III. **Damage** to any **Building** or **Property** therein insured under the **Policy** in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will) which is occupied as a private residence where any part of the **Building** is occupied by such individuals except as expressly varied in exclusion iv. of this Section
- IV. **Damage** to any **Building** or **Property** therein comprising mixed commercial and residential usage which is insured under the **Policy** in the name of an individual or individuals and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the **Building** is more than 20%
- V. chemical biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from
 - a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - b) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - c) chemical biological or radiological irritants contaminants or pollutantsin respect of properties occupied as a private residence or any part thereof which is so occupied and/or **Property** therein insured under the **Policy** in the name of an individual or individuals except where such properties are insured for **Terrorism** under this Section by virtue of the variations to exclusions ii. or iv. of this Section
- VI. riot civil commotion war and allied risks defined as any loss whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- VII. remote digital interference defined as any losses whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - a) **Damage** to any **Computer System** or
 - b) any alteration modification distortion erasure or corruption of **Data**whether owned by the **Insured** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus** or **Hacking** or **Phishing** or **Denial of Service Attack**

Proviso to exclusion vii.

1. The **Insurer** will pay for the cost of reinstatement replacement or repair in respect of **Damage to Property Insured**
2. The **Insurer** will pay for loss of **Gross Profit** or **Gross Revenue** covered under the Business Interruption Section but only where operative as a result of interruption of or interference with the **Business** as a direct result of either
 - i. **Damage to Property Insured** or
 - ii. **Damage** to other **Property** within one mile of the **Property Insured** by **Terrorism** which prevents or physically hinders the use of or access to the **Property Insured**
3. The **Insurers** liability for any loss under items 1 and 2 of this proviso (which would otherwise fall within exclusion vii of this extension) is on the condition that such loss
 - i. results directly from fire explosion **Flood** escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle **Damage** to or movement of **Buildings** or structures plant or machinery other than any **Computer System** and
 - ii. is not proximately caused by **Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state
4. If the **Damage to Property Insured** indirectly results from any alteration modification distortion erasure or corruption of **Data** because the occurrence of one or more of the causes listed in item 3 i. of this proviso results directly or indirectly from any alteration modification distortion erasure or corruption of **Data** the **Insurer** will pay the **Insured** in accordance with items 1. or 2. of this proviso
5. The **Insurer** will not pay for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **Data** other than under item 4. of this proviso

For the purposes of this proviso only the definition of **Property** excludes **Data Money** electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatsoever

Condition Precedent to Liability

It is a condition precedent to the **Insurers** liability to pay claims that

- a) the **Insured** have purchased cover in respect of **Terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises they own or for which they are responsible and that are eligible for such cover A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- b) the Treasury has issued a certificate certifying that **Terrorism** is the cause of the loss or **Damage** or if the Treasury has refused to issue a certificate a tribunal Formed by agreement between the **Insurer** and Pool Reinsurance Company Limited concludes that **Terrorism** was the cause of the loss or **Damage**

For the purposes of this condition property and premises owned by the **Insured** or for which they are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements

ORIGIN UW LIMITED

Registered Office:

First Floor
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

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