



**Multi Cover**  
**Commercial**



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## Free helpline services

While **Your** policy is in force you may use these free helpline services to discuss business problems in the following categories:

Access is via **Our** UK based call centres 24 hours a day, 7 days a week. However, **We** may need to arrange to call **You** back depending on the enquiry. To help **Us** check and improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service.

When phoning, please quote policy number TS5/6892481 and Victor Insurance.

### Legal advice service

**Call 0344 893 9012**

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **You**.

**Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **We** will refer you to one of **Our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will call you back.

This helpline is provided on **Our** behalf by DAS Legal Expenses Insurance Company Limited.

### Tax advice service

**Call 0344 893 9012**

**We** offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will call you back.

### Counselling service

**Call 0344 893 9012**

**We** will provide **Your Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **Us**.

The counselling service helpline is open 24 hours a day, 7 days a week.

**We** will not accept responsibility if the helpline services are unavailable for reasons **We** cannot control.

## ID Theft Helpline for Directors or Partners Call 0344 848 7071

**We** will provide **Your** directors or partners with detailed guidance and advice over the phone about being or becoming a victim of **Identity Theft**.

This helpline is open 8am-8pm, seven days a week.

## Online law guide and document drafting

Employment Manual

Visit [www.das.co.uk](http://www.das.co.uk)

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact **Us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **Your** email address, quoting **Your** policy number and **We** will contact **You** by email to inform you of future updates to the information.

DASbusinesslaw

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **Our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters including new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your Business** one step ahead. To access DASbusinesslaw, **You** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using **Your** DAS policy number TS5/6892481.

When registering, please enter the following code which will provide **You** with access to a range of free documents: DAS472301. If **You** experience any problems accessing the service, please email details of **Your** problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with **Your** policy number in the subject box.

# Important Notice

A fair presentation of all material facts and circumstances must be made to **Us**. Providing **Us** with inaccurate information or failing to tell **Us** of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

Some examples of facts and circumstances which are material to **Us** are shown below:

- **Who you are** – the legal entity that operates **The Business**
- **Type of legal entity** – charitable company limited by guarantee, charitable trust, charitable unincorporated association, charitable incorporated organisation or community benefit society or group, sole trader, partnership or committee for the time being
- **Premises** – construction type, security protections and also the rebuilding or replacement values applicable to the property
- **What you do** – the description of **The Business** as shown on **The Schedule**
- **Previous history** – relating to **You** or any directors or partners, or **Your** or their businesses or organisations e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact. If there is any doubt or clarification is required of what must be declared to **Us**, please discuss this with **Your** insurance adviser.

This policy does not cover maintenance of **Your** property. That means **We** will not pay for the cost of wear and tear or routine maintenance. **We** expect **You** to properly maintain **Your** property, but the cost of this remains **Your** responsibility. **You** have a duty to keep **Your** property safe, secure and in good repair, and take all practical steps to avoid loss or damage.

**You** should also take all reasonable care to prevent accidents or **Bodily Injury**. In particular **You** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of **Employees**
- comply with all statutory obligations and regulations imposed by any authority.

In addition, **You** should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

# The contract of insurance

This is **Your** commercial combined policy. It sets out the details of **Your** insurance contract with **Us**.

This document, any endorsements, certificates and **The Schedule** must be read together as one contract as they form **Your** policy.

In return for payment of the premium shown in **The Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against:

- loss or damage **You** sustain;
- legal liability **You** incur for accidents happening,

during the **Period of Insurance**.

Please read the whole document carefully and keep it in a safe place. **You** should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and what **You** have to do when making a claim.

It is important that **You**:

- check that the sections **You** have requested are included in **The Schedule**;
- check that the information **You** have given **Us** is accurate;
- comply with **Your** duties under each section and under the insurance as a whole.

If this policy does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your** insurance adviser at **Your** earliest opportunity.

# The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the “Underwriters”), in accordance with the authority granted under:

Binding Authority Agreement Number/UMR	Section	Underwriter	Proportion
VI009/29224P/5347182X	Sections 1-8, Sections 10-12 and Sections 14 & 15	Ageas Insurance Limited. Registered Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. <a href="http://www.ageas.co.uk">www.ageas.co.uk</a> Registered in England and Wales No 354568 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	100%
VI016/VICTHSB01082019	Section 9 Equipment Breakdown & Section 16 Cyber Liability	HSB Engineering Insurance Services Limited, registered in England and Wales: 03010292 and registered as a branch in Ireland: 906105. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited. Registered address: New London House, 6 London Street, London EC3R 7LP.	100%
VI015/TS5/6892481	Section 13 Legal Expenses	DAS Legal Expenses Insurance Company Limited   DAS House   Quay Side   Temple Back   Bristol   BS1 6NH Registered in England and Wales   Company Number 103274 DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.	100%

The subscribing Underwriters’ 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 Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Your right to cancel

1. During the first **Period of Insurance You** have a statutory right to cancel **Your** policy within 14 days from the inception date of this policy or the day on which **You** receive **Your** policy

- whichever is the later by contacting **Us** or by writing (by e-mail, fax or letter) to Victor Insurance at **Your** nearest branch (details of which can be found at [www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)).
2. If **You** wish to cancel the policy and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.
  3. Provided **You** have not made a claim and there has been no incident known to **You**, prior to cancellation which may give rise to a claim, **You** will be entitled to a 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 **We** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this policy. If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.
  4. For cancellation outside of this statutory cooling off period **You** can cancel this insurance at any time by telephoning **Us** or by writing (by e-mail, fax or letter) to Victor Insurance at your nearest branch (details of which can be found at [www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)).
  5. If this insurance is cancelled outside the statutory cooling off period, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of any premium paid, less a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium.
  6. If a claim has been made, **We** will deduct the cost of the claim (or the estimated costs where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if there has been an incident known to **You** which may give rise to a claim or 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. .

### Cancellation – instalment payments

Time is of the essence in relation to **Your** payment of the premium. If **You** pay **Your** premium by direct debit and there is any default in payment, **We** will contact **You** to request payment by a given date, which will be 14 days from the date **We** contact **You**. If payment is still not received by this date, **We** may then cancel this policy. No refund or credit of premium will be due when cancellation takes place in these circumstances.

### Our right to cancel

The cover provided by this 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. **Your** interest ceases other than as a result of **Your** death

unless **We** agree otherwise in writing.

In addition to a. b. and c. **We** may cancel this policy by giving 14 days' in writing by registered letter to **You** at **Your** last known address..

Reasons **We** may decide to cancel **Your** policy include if:

1. there is a material change in **The Business** which makes the risk unacceptable to **Us**;

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2. **You** do not co-operate or supply information or documentation that **We** request which materially affects our ability to process this policy or **Our** ability to defend **Our** interests;
3. following a survey at any of **Your** properties or sites **We** have required **You** to make risk improvements and **You** have not completed these within a period of time advised by **Us**;
4. the premium has not been paid
5. threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers;

**You** will be entitled to a refund of any premium paid less a deduction for any time for which **You** have been covered 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, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if there has been an incident known to **You** which may give rise to a claim, or 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.

## How to Make a Complaint

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. If appropriate **Your** complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case **We** will notify **You** upon receipt of **Your** complaint. Making a complaint does not affect **Your** right to take legal action.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of **Our** final decision letter.

**You** can also ask the Ombudsman to review **Your** case if **We** have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- A charity which has an annual income of less than £6.5 million\*;
- A trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;

- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;
- A guarantor

\* at the time you refer your complaint

If **You** are unsure whether the ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

- 1) If **You** have a complaint regarding **Your** claim, please telephone the claims handler on the number shown in **Your** claims documentation.
- 2) Should **You** wish to make a complaint under Sections 9 or 16 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- 3) Should **You** wish to make a complaint under Section 13, the below (DAS Legal Expenses Insurance Company Limited) process should be followed
- 4) Should **You** wish to make a complaint under Sections 1-8, 10-12, 14 or 15 the below (Ageas Insurance Limited) process should be followed:

DAS Legal Expenses Insurance Company Limited (Section 13):

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via E-mail: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

If **You** remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire

SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

We always aim to give you a high quality service. If **You** think we have let **You** down, **You** can contact us by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing our online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of our internal complaint-handling procedures are available on request. If **You** are not happy with the complaint outcome or if we've been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**You** can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect **Your** right to take legal action.

Ageas Insurance Limited (Sections 1-8, 10-12, 14 & 15):

**You** can write to Ageas Insurance Limited at the address shown below or email them through their website at [www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint) (please include **Your** policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

In the unlikely event that **You** have not received a response within eight weeks, or **You** are not happy with **Our** final response, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service but **You** must do so within six months of the date of the final decision.

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](http://www.financial-ombudsman.org.uk).

Alternatively, **You** can contact them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

By phone: 0800 023 4567 or 0300 123 9123

By email: [complaint.info@financial-ombudsman.org.uk](mailto: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

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract of insurance. Further information about the Scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## Making a claim

To make a claim under any section of cover other than Legal Expenses, Cyber Liability and Equipment Breakdown please contact Ageas Insurance commercial claims department on 0345 122 3283. The line is open 24 hours a day 365 days a year. The claims handler will take full details of the claim and guide **You** through the next steps.

Alternatively **You** can email to:

[commercialclaimsgloucesterteam@ageas.co.uk](mailto:commercialclaimsgloucesterteam@ageas.co.uk)

or write to Commercial Claims Department Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth Gloucestershire GL3 4FA.

If **Your** claim is relating to Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:

Telephone: 0344 893 9012, available 24 hours a day, 7 days a week

Alternatively, **You** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

Notify **Us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **We** are involved, the more opportunity **We** have to resolve the claim to **Your** satisfaction. **You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances.

Important note:

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.



If **Your** claim is relating to Cyber Liability or Equipment Breakdown please contact HSB Engineering Insurance Limited:

**Email:** [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

Call: 0330 100 3432 24 hours a day 365 days a year.

## Privacy notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:

<https://www.marsh.com/uk/privacy-notice.html>

A copy of the Ageas Insurance Limited up to date Privacy Notice can be viewed using the following link: <https://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 email [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

A copy of the DAS Legal Expenses Insurance Company Limited up to date Privacy Notice can be viewed using the following link:

<https://www.das.co.uk/legal/privacy-statement>

For Section 9 Equipment Breakdown and Section 16 Cyber Liability, **You** should visit the relevant insurers' website to read their Privacy Policy to understand how they will use **Your** information. Their details can be found in The Underwriters section of this policy wording.

## Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

## Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Employers' Liability Tracing Office

By entering into this insurance policy **You** will be deemed to specifically consent to the use of **Your** insurance policy data in the following way and for the following purposes.

1. Certain information relating to **Your** insurance policy including, without limitation,
  - a. the policy number(s);
  - b. employers' names and addresses (including subsidiaries and any relevant changes of name);
  - c. dates of cover;
  - d. employer's reference numbers provided by Her Majesty's Revenue and Customs; and
  - e. Companies House reference numbers (if relevant)

will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (Database).

2. This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
3. The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants).
  - a. to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
  - b. to identify the relevant employers' liability insurance policies.
4. The Database will be managed by ELTO.
5. The Database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

# General definitions

These are the definitions that apply to this policy.

Wherever words or phrases appear in italics and bold and are capitalised in this policy, they will have the meaning described in this General definitions section, unless otherwise shown in any policy section.

## ***Asbestos***

Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

## ***Asbestos Containing Materials***

Any material containing ***Asbestos*** or ***Asbestos Dust***.

## ***Asbestos Dust***

Fibres or particles of ***Asbestos***.

## ***Bodily Injury***

Bodily injury, death, illness, disease or nervous shock.

## ***Buildings***

Buildings including landlord's fixtures and fittings, outbuildings, extensions, forecourts, roads, pavements, car parks, driveways, swimming pools, terraces, patios, walls, gates, hedges, yards, annexes, gangways and services adjoining or communicating with the building to which this item relates and boundary walls, gates and fences at ***The Premises*** except where the property is more specifically insured.

## ***Compensation***

Damages, including interest.

## ***Computer and Electronic Equipment***

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing ***Data*** and/or similar devices, whether connected physically or remotely.

### ***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 **You** are insured). This includes but is not limited to the following:

1. loss of revenue
2. loss of earnings
3. additional travel costs
4. loss assessor fees
5. the cost of preparing a claim
6. compensation for stress or inconvenience

### ***Cyber Vandal***

The person or persons, whether identified or not, responsible for, or involved with, creating a **Virus** or a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

### ***Damage***

Loss or destruction of, or damage to the **Property Insured**.

### ***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 whatsoever.

### ***Data Storage Materials***

Any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

### ***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 **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 **Systems**.

### **Employee**

Any person who is:

1. under a contract of service or apprenticeship with **You**;
2. borrowed by or hired to **You**;
3. a labour master or supplied by a labour master;
4. employed by labour only sub-contractors;
5. self employed;
6. under a work experience or training scheme;
7. a voluntary helper while working under **Your** control in connection with **The Business**;
8. an outworker or homeworker when engaged in work on **Your** behalf.

### **Excess/Excesses**

The amount or amounts shown in **Your** policy or **The Schedule** which **We** will deduct from each and every claim at each separate location after all other terms and conditions have been applied.

If an **Excess** is applicable under more than one section of the policy, only the highest of those which would apply separately will be deducted.

### **Failure**

Any partial or complete reduction in the:

1. performance; or
2. availability; or
3. functionality; or
4. the ability to recognise or process any data or time, of any:
  - a. **Computer and Electronic Equipment**;
  - b. electronic means of communication;
  - c. web site.

### **Ground Heave**

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

### **Hacking**

Unauthorised access to any **System** whether owned by **You** or not.

### **Landslip**

Downward movement of sloping ground.

### **Loss of Data**

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to **Data**, in whole or in part, including, but not limited to loss of **Data** resulting from loss or damage to **Computer and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**.

### **Machinery Plant and All Other Contents**

Machinery, plant and all other contents belonging to **You** or held in trust for which **You** are responsible, at **The Premises** including:

1. documents, manuscripts and business books
2. patterns, models, moulds, plans and designs but only for:
  - a. the value of the materials.
  - b. the cost of labour and computer time spent in reproducing them.**We** will not pay for the value to **You** of any information lost.
3. pedal cycles, tools and other personal items belonging to **You**, **Your** directors, **Employees**, customers or visitors but only if they are not otherwise insured.  
the maximum **We** will pay for any one person's property is £2500.
4. rare books or works of art but the maximum **We** will pay in respect of any one article is £1,000 and £10,000 in total for any one claim.

But, excluding:

1. Landlord's fixtures and fittings.
2. **Stock**.
3. Property more specifically insured.

### **Money**

Current:

1. coin, bank and currency notes;
2. postal and money orders, bankers drafts, cheques and giro cheques;
3. crossed warrants, bills or exchanges and securities for money;
4. unused postage, revenue, national insurance and holiday with pay stamps;
5. national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions;
6. credit company sales vouchers, debit card sales vouchers, travellers cheques, luncheon vouchers and trading stamps;
7. VAT invoices;
8. monetary balances held to **Your** credit by a financial institution.

### ***Period of Insurance***

From the effective date until the expiry date (both shown in ***The Schedule***) or any subsequent period for which **We** accept payment for renewal of this policy.

### ***Phishing***

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

### ***Pollution or Contamination***

All Pollution and/or contamination of **Buildings** or other structures, or of water or land, or the atmosphere. For the purpose of this policy the term Pollution and/or contamination includes (but not be limited to):

1. seepage of or Pollution and/or contamination by anything, including but not limited to that which is designated by any governmental, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property, or the environment under any law, ordinance, regulation or decree;
2. the presence existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

### ***Principal***

Any person, firm, company, ministry or authority for whom **You** undertake work or provide **Products Supplied** under a contract or agreement in the course of **The Business**.

### ***Property Insured***

Property insured as detailed in **The Schedule**.

### ***Senior Manager***

Any person(s) within **The Business**:

- a. with responsibility for arranging the insurances for **The Business**, and/or
- b. who plays a significant role in the making of decisions about how **The Business** is managed or organised.

### ***Settlement***

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

### ***Stock***

Stock in trade including materials belonging to **You** or held by **You** in trust or commission for which **You** are responsible.

**Subsidence**

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

**System**

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

**Tenants' Improvements**

Where **You** are a tenant of **The Premises**, structural fixtures and fittings, the property of **You** as occupier of **The Premises**.

**Territorial Limits**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**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.

**The Business**

Activities directly connected with **The Business** specified in **The Schedule**.

**The Premises**

The **Buildings** and the land inside the boundaries at the risk address shown in **The Schedule**.

**The Schedule**

The document attaching to this policy that contains information forming the basis of this contract, and specifies details of **The Policyholder**, the sections of cover, any **Excess/Excesses** and endorsements that are operative.

**Unoccupied**

Empty or not in use for 30 or more 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, **Systems, Data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

***We/Us/Our/The Insurer***

The insurers detailed in the The Underwriters section of this policy and specifically:

- a) Sections 1-8, 10-12, 14 & 15 Ageas Insurance Limited
- b) Sections 9 & 16 HSB Engineering Insurance Services Limited
- c) Section 13 DAS Legal Expenses Insurance Company

***You/Your/Yours***

The persons, companies, partnerships or unincorporated associations named in **The Schedule** as the policyholder.

# General conditions

These are the conditions of the insurance that **You** need to meet as part of this policy. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your** policy may not be valid.

## Choice of law

This policy will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales unless, at the commencement of the **Period of Insurance**, **You** are either:

1. a resident of; or
2. a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands, Jersey or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and the parties submit to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Please refer to 'Law that applies' under Conditions to Section 13 Legal Expenses that is applicable to legal expenses cover.

## Contracts (Rights of Third Parties) Act 1999

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

Please refer to 'Claims under this section of the policy by a third party' under Conditions to Section 13 Legal Expenses that is applicable to legal expenses cover.

## Language

The contractual terms, conditions, exclusions and other information relating to this policy will be in the English language.

## Reasonable precautions

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose your right to cover or payment for that claim.

**You** must:

1. maintain **The Premises**, machinery, plant and equipment in a satisfactory state of repair;
2. take all reasonable precautions to prevent:
  - a. loss or destruction of or damage to the **Property Insured**:

- b. accident or injury to any person or loss, destruction or damage to their property:
3. comply with all legal requirements and safety regulations and conduct **The Business** in a lawful manner;
4. keep books with a complete record of purchases and sales.

### Renewal

**We** are not bound to offer renewal of this policy.

### Sanctions

This policy will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

### Survey

If any insurance by this policy has been granted on the understanding a survey must be carried out, then continuance of cover after the survey by **Us** will be on the understanding that **You** comply with the completion of any risk improvements required within the timeframe agreed with **Us**, otherwise **We** may at **Our** option, invoke cancellation of this policy in accordance with '**Our** right to cancel' clause.

For the period between inception date and the completion date of the survey **We** agree to cover **You** in accordance with the terms, conditions and exclusions of this policy.

In the event the survey does not reflect the details supplied to **Us** by **You** or on **Your** behalf, or any of the risk improvement requirements are not completed by the agreed date **We** give **You** in writing following the survey, **We** have the right to amend the premium, terms, conditions and exclusions of this policy or to cancel this policy in accordance with '**Our** right to cancel' clause.

### Tax

**You** will pay any tax due on the premium in accordance with current legislation.

# Claims conditions

These claims conditions apply to all sections of this policy. **You** must comply with these claims conditions. Where additional claims conditions apply to a specific section of this policy these additional claims conditions take precedence and are stated under the relevant section.

## Arbitration

If **We** agree to pay **Your** claim and **You** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed by **You** and **Us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. Alternatively, depending on the size of **The Business**, **You** may be able to refer **Your** case to the Financial Ombudsman Service (FOS). In either case, this will not affect **Your** right to take action against **Us** over the disagreement.

Please refer to 'Arbitration' under Conditions to Section 13 Legal Expenses that is applicable to legal expenses cover.

## Claims procedure

### Action by **You**

It is a condition that **You** must:

1. notify **Us** as soon as reasonably practicable upon becoming aware of any claim or incident which may give rise to a claim.

**You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.;

2. Give immediate notification to the police in respect of **Damage** caused by :
  - a. malicious persons ; or
  - b. theft or any attempted theft,

and obtain a crime reference number if a crime has been committed and provide it to **Us**.

3. **You** must forward to **Us** as soon as reasonably practicable any claim by a third party or notice of any proceedings or any other correspondence and information received by **You** relating to the claim on receipt.
4. Make no admission of liability or offer, promise or payment without **Our** written consent.
5. Inform **Us** as soon as reasonably practicable of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to **Us** as soon as reasonably practicable all relevant documentation.

6. Take all reasonable action to minimise any interruption or interference to **The Business**.
7. Produce to **Us** all books of account or other business books or documents or other proofs as may reasonably be required by **Us** for investigating or verifying the claim.
8. Provide at **Your** expenses all information and assistance as **We** may reasonably require.
9. Provide if **We** require a statutory declaration of the truth of the claim.

**We** will be entitled:

1. on the happening of any **Damage** in respect of which a claim is made under this policy and without thereby incurring any liability or diminishing any of **Our** rights under this policy to enter, take or keep possession of **The Premises** where **Damage** has occurred and to take possession of or require to be delivered to **Us** any **Property Insured** by this policy and deal with property for all reasonable purposes and in a reasonable manner.
2. at our discretion to take over and conduct in the name of **The Policyholder** or any other person the defence or settlement of any claim and to prosecute at our own expense and for our own benefit any claim for cover or damages against any other persons in respect of any risk insured by this policy and **You** will give all information and assistance required by **Us**.
3. to any property for the loss of which a claim is paid under this policy and **You** will execute all assignments and assurances of the property as may be reasonably required, but **You** will not be entitled to abandon any property to **Us**.
4. in the event of any occurrence (as defined in sections 4 and 5) resulting in any claim(s) under sections 4, and/or 5, to pay to **You** the amount of the Limit for any occurrence (less any sums already paid as damages in respect of the occurrence and in respect of section 5 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, following payment, **We** will have no further responsibility in connection with claim(s) except in respect of section 5 for costs and expenses incurred before the date of payment.

### Option to rebuild

**We** may at our option rebuild or restore the **Buildings** destroyed or portions damaged but are not bound to rebuild or restore the property exactly or completely and only as circumstances permit. **You** will give **Us** all plans, documents, books and information at **Your** own expense that **We** may reasonably require to carry out this work.

### Fraud

If **You** or anyone acting for **You**:

- a. makes any claim that is deliberately exaggerated, or
- b. uses, or attempts to use, fraudulent means to obtain benefits under this policy, or
- c. deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which **You** or they know or ought to know would

result in **Us** paying a claim that **We** were entitled to refuse or paying a greater sum in respect of a claim, or

- d. deliberately withholds information or evidence from **Us** which **You** or they know or ought to know would entitle **Us** to refuse to pay a claim or pay a lesser sum under this policy

then:

- I. **We** will not be liable to pay the claim,
- II. **We** may cancel this policy from the date of such act,
- III. all benefit under this policy will be forfeited,
- IV. **We** may recover all sums paid by **Us** under this policy, and
- V. **We** may inform the police and fraud prevention agencies of the circumstances

Please refer to 'Fraudulent claims' under Conditions to Section 13 Legal Expenses that is applicable to legal expenses cover.

### Misrepresentation

A fair presentation of the risk must be made to **Us** by **You** or anyone acting for **You** whenever a mid-term alteration to this policy is requested and at inception and prior to each renewal of this policy.

If **We** establish that **You** or anyone acting on **Your** behalf failed to make a fair presentation and this was deliberate or reckless **We** can

- a. avoid a mid-term alteration from its effective date or
- b. avoid this policy from inception or the renewal date if **We** would not have made the alteration or incepted or renewed this policy knowing the true situation
- c. decline all claims and recover from **You** any amount **We** have already paid for claims, including **Our** costs and expenses, if such claims would not have been payable or would have been paid at a reduced amount had **We** known the true situation
- d. the premium paid to **Us**

If **We** establish that **You** or anyone acting for **You** failed to make a fair presentation which was not deliberate or reckless **We** may at **Our** option:

- 1. avoid a mid-term alteration from its effective date or treat this policy as if it had never existed from inception or renewal date and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- 2. if **We** would have provided cover but on different terms (other than premium) **We** can amend the terms of **Your** insurance to those that **We** should have applied.;
- 3. If **We** would have provided cover but at a higher premium **We** can
  - a. reduce the amount **We** pay on a claim in a proportion the premium **You** have paid bears to the premium **We** would have charged **You** and;
  - b. charge an additional premium for the unexpired **Period of Insurance** which will be with effect from the date of our discovery of the failure to make a fair presentation and this is payable

regardless of whether or not a claim has been submitted otherwise cover will not be continued.

**We** can also recover from **You** any amount **We** have already paid for claims, including **Our** costs and expenses, if such claims would not have been payable or would have been paid at a reduced amount had **We** known the true situation.

**We** or **Your** insurance advisor will write to **You** if **We**:

1. intend to treat **Your** policy as if it never existed; or
2. need to amend the terms of **Your** policy.

If **You** become aware that information have given **Us** is inaccurate, **You** must inform **Your** insurance adviser as soon as is reasonably practicable.

### **Other insurances**

Unless otherwise stated in this policy:

1. if at the time of an event giving rise to a claim there is any other insurance effected by or on behalf of **You** applicable to any event, **Our** liability will be limited to the rateable portion of such claim.
2. if any other insurance is subject to any provision where it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably, then **Our** liability will be limited in respect of the event to any excess beyond the amount which would have been payable under the other insurance had this policy not been effected.

Please refer to 'Arbitration' under Conditions to Section 13 Legal Expenses that is applicable to legal expenses cover.

### **Unoccupied Premises**

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

1. notify **Us** in writing as soon as reasonably practicable if any building or part of any building becomes **Unoccupied**. **We** will have the right to change the terms and conditions of the policy and **You** must action any risk improvement measures that **We** require within the agreed timescales and pay any additional premium if required;
2. inspect **The Premises** internally and externally at least every 14 days;
3. take all reasonable precautions for the safety of **The Premises** insured including the security of all doors and windows and other means of entry and the sealing of all letter boxes and similar openings to prevent ignitable materials, accelerants or similar materials being introduced into the **Buildings**;

4. remove all unfixed combustible materials either within or outside in the vicinity of the **Buildings** from **The Premises**;
5. maintain a log of inspections for at least 12 months;
6. for the period of 1st October until 31st March inclusive:
  - a. keep any central heating within the **Buildings** on for at least two (2) hours during the morning and night hours; or
  - b. ensure the main services are turned off and the water system is drained except
    - i. electricity when needed to maintain any fire or intruder alarm system in operation; or
    - ii. water supply and heating system where a sprinkler system is in operation.

## General exclusions

These general exclusions set out what is not covered under this policy, certain exclusions do not apply to certain sections, where this is the case it will be specified in the exclusion. Where additional exclusions apply to a specific section of this policy these additional exclusions take precedence and are set out in the relevant section.

This policy does not cover:

### Marine Policies

1. **Damage** insured by any marine policy;  
which would be insured under any marine policy if **Your** policy with **Us** did not exist.

However, **We** will cover **You** in respect of accidental **Damage** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

### Radioactive contamination

**Damage** to any property, **Bodily Injury** or any resulting loss or expense, or any other costs or any legal liability caused by, or contributed to, by, or arising from:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component. As far as concerns **Bodily Injury** (as defined in the relevant sections) caused to any **Employee**, if **Bodily Injury** arises out of and in the course of employment or engagement of the person by **You**, this exclusion will apply only in respect of:
  - a. the liability of any **Principal**; or

- b. legal liability assumed by **You** under agreement and which would not have attached in the absence of that agreement.

### **Fines**

Fines, penalties, punitive or exemplary damages or liquidated damages except as provided under Fines or damages clause to Section 3 Business interruption.

### **War**

**Damage, Bodily Injury** or liability directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power. This exclusion does not apply to Section 6 Employers' Liability.

### **Government or Public Authorities**

Claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

### **Northern Ireland**

**Damage** to any **Property Insured** 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 malicious persons except in respect of accidental **Damage** caused by fire or explosion.

### **Terrorism**

**Damage** to any **Property Insured, Bodily Injury** or any legal liability or any loss or resulting expense or any other costs caused by, or contributed to, by, or arising from **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism** except as provided by:

1. Exclusion 4 to Section 6 Employers' liability
2. Extensions to Section 7 Public liability
3. Exclusion 7 to Section 12 Fidelity guarantee
4. Exclusion 5 to Section 14 Personal accident
5. Section 15 Terrorism.

In any action suit or other proceedings where **We** allege that **Damage caused by Terrorism** is not covered by this policy the burden of proving that **Damage** is covered will be upon **You**.

### **Electronic Risks**

**Damage, Bodily Injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a. **Damage** to any **System** whether owned by **You** 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**
  - e. **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 fire, lightning, explosion, earthquake, aircraft or other aerial devices or dropped articles from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal except for acts of malicious persons which do not involve physical force or violence.

### **Pollution or contamination**

**Damage, Bodily Injury** or liability directly or indirectly caused by, contributed by or arising from **Pollution or Contamination** except this exclusion does not apply to:

- a. Section 1 Material damage, Section 2 Business all risks, Section 3 Business interruption and Section 5 Book debts where **Damage to Property Insured** is caused by:
  1. **Pollution or Contamination** which itself results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles they may drop, riot civil commotion, strikers, locked-out workers persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.
  2. any of the Contingencies in (1) above which itself results from **Pollution or Contamination**
- b. Section 7 Public liability 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**.

# Section 1 – Material damage

## Definitions

(Also refer to the General definitions at the front of this policy wording).

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

### ***Property Insured***

The items stated in section 1 - Material damage in ***The Schedule*** all defined under General definitions or more fully described in ***The Schedule*** and all belonging to ***You*** or for which ***You*** are responsible but excluding:

1. property which is more specifically insured; and
2. unless specifically notified to and accepted by ***Us*** as insured
  - a. land, piers, jetties, bridges, culverts or excavations
  - b. livestock, growing crops or trees unless they form part of the ***Machinery Plant and All Other Contents***.

## Cover

***We*** will cover ***You*** in respect of accidental ***Damage*** occurring during the ***Period of Insurance*** at ***The Premises***.

The maximum ***We*** will pay under this section in any one ***Period of Insurance*** will not exceed:

1. the sum insured on each item; or
2. the total sum insured; or
3. any other maximum amount payable or limit of liability specified.

### **Basis of Claim Settlement - Reinstatement**

Unless otherwise stated in ***The Schedule***, in the event of ***Damage*** the basis upon which ***We*** will calculate the amount ***We*** will pay for any claim will be the reinstatement of the ***Property Insured*** lost, destroyed or damaged, however the following conditions will apply:

1. ***Machinery Plant and All Other Contents*** described in ***The Schedule***, other than pedal cycles, personal items, rent or motor vehicle if insured, is lost or destroyed, ***We*** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If ***Property Insured*** is damaged, ***We*** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **We** will not pay more than **We** would have done if the property had been completely destroyed;

2. The **Property Insured** may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability;
3. All work must begin and be carried out within 12 months from the date of the **Damage** or a longer period if agreed by **Us** in writing;
4. **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**;
5. **We** will cover **You** in respect of loss of rent as insured under this section resulting from accidental **Damage** occurring during the **Period of Insurance** to the **Buildings** for which rent is payable rendering it uninhabitable. The maximum amount that **We** will pay **You** under this clause will be the proportion of the sum insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

### **Basis of Claim Settlement - Indemnity**

The amount payable in respect of **Stock** and/or all other **Property Insured** will be the value at the time of **Damage** or at **Our** option the cost of reinstatement or replacement of the **Property Insured** or any part of it.

### **Additional Peril**

This section extends to include the following additional peril only if stated in **The Schedule 'As Applicable'**.

#### **Subsidence, Ground Heave or Landslip**

**We** will cover **You** in respect of accidental **Damage** at **The Premises** caused by **Subsidence, Ground Heave** or **Landslip** of the site of the **Property Insured**. **We** will only cover **You** in respect of **Damage** to forecourts, roads, pavements, car parks, driveways, footpaths, outdoor swimming pools, terraces or patios, walls, gates, hedges, fences or yards if **Damage** also occurs to the structure of any building to which the property applies and that building is insured by this section.

**We** will not cover **You** in respect of:

1. **Damage** caused by:
  - a. collapse, cracking, shrinking or **Settlement** including the normal **Settlement** or bedding down of new structures;
  - b. coastal or river erosion;
  - c. defective design or inadequate construction of foundation;
  - d. demolition, structural alteration or repair;
2. **Damage** as a result of movement of solid floor slabs.

However, **We** will cover **You** in respect of **Damage** not otherwise excluded if there is **Damage** to the foundations beneath the exterior walls of **The Premises** at the same time.

3. the **Excess** stated in **The Schedule**.

## Exclusions

The following exclusions apply to Section 1 – Material damage.

(Also refer to the general exclusions at the front of this policy wording).

**We** will not cover **You** in respect of:

1. **Damage** caused by or consisting of:
  - a. an existing or hidden defect;
  - b. gradual deterioration or wear and tear;
  - c. frost or change in the water table level;
  - d. faulty design or faulty materials used in its construction;
  - e. faulty workmanship, operating error or omission by **You** or any director, partner or **Employee**;
  - f. explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which **You** own or control;
  - g. the bursting of:
    - i. a boiler;
    - ii. other equipment;  
not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control.

However **We** will cover **You** in respect of any subsequent **Damage** which results from a cause not otherwise excluded.

2. **Damage** caused by or consisting of:
  - a. corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus;
  - b. change in temperature colour, flavour, texture or finish;
  - c. nipple or joint leakage or **Failure** of welds;
  - d. cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping;
  - e. mechanical or electrical breakdown or derangement of the **Property Insured**.

However, **We** will cover **You** in respect of:

- a. **Damage** not otherwise excluded from any other accidental cause;
- b. any subsequent **Damage** which itself results from a cause not otherwise excluded.

3. **Damage** caused by **Pollution or Contamination**.

However, **We** will cover **You** in respect of **Damage**, not otherwise excluded, to the **Property Insured** caused by:

- a. **Pollution or Contamination** which results from **Damage**;
  - b. **Damage** which results from **Pollution or Contamination**.
4. **Damage** caused by or consisting of:
- a. **Subsidence, Ground Heave or Landslip** unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe;
  - b. **Settlement** including the normal **Settlement** or bedding down of new structures;
  - c. acts of fraud or dishonesty;
  - d. disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error;
  - e. theft or attempted theft unless:
    - i. involving entry to or exit from the **Buildings** by forcible and violent means;
    - ii. involving violence or threat of violence to **You, Your** partners, directors or **Employees**;
    - iii. provided for under the theft damage to **Buildings** extension of this section; theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle;
5. **Damage** to a structure caused by its own collapse or cracking.

However, **We** will cover **You** in respect of **Damage** not otherwise excluded.

6. **Damage** to:
- a. gates;
  - b. fences;
  - c. moveable property in the open by:
    - i. wind;
    - ii. rain, hail, sleet or snow;
    - iii. flood;
    - iv. dust.
7. **Damage** by or resulting from:
- a. Property undergoing any process involving the application of heat; or
  - b. **Damage** (other than by fire or explosion) resulting from property undergoing any process of:
    - i. production and packaging;
    - ii. treatment, testing or commissioning; servicing or repair.
8. **Damage** while any **Building** is **Unoccupied** or disused caused by:
- a. escape of water from any tank, apparatus or pipe;
  - b. malicious persons;
  - c. theft or attempted theft.

However, **We** will cover **You** in respect of such **Damage** if it is caused by fire or explosion and is not otherwise excluded.

9. **Damage** in respect of:

- a. glass not being fixed glass forming part of the structure of the **Buildings**;
- b. china, earthenware or marble objects (not including **Stock**).

However, **We** will cover **You** in respect of such **Damage** if it is not otherwise excluded.

10. **Damage** in respect of:

- a. vehicles licensed for road use including accessories on or attached to them;
- b. caravans or trailers;
- c. railway locomotives or rolling stock;
- d. watercraft or aircraft;
- e. property in the course of construction including materials for use in the construction industry;
- f. land, roads or pavements, piers, jetties, bridges, culverts or excavations;
- g. livestock;
- h. growing crops or trees.

11. **Damage** more specifically insured by **You** or on **Your** behalf.

12. Indirect loss or damage.

However, **We** will cover **You** in respect of rent when this cover is specified in **The Schedule** and the **Damage** is not otherwise excluded.

13. The **Excess** as stated in **The Schedule**.

## Conditions

The following conditions apply to section 1 – Material damage.

(Also refer to the general conditions at the front of this policy wording).

### Fire extinguishing appliances

If in relation to any claim for **Damage** caused by or resulting from fire, **You** have failed to fulfil the following condition, **You** may lose **Your** right to cover or payment for that claim.

**You** must maintain all fire extinguishing appliances on **The Premises**, so far as **Your** responsibility extends, in proper working order.

### Our rights

If **Damage** occurs which may lead to a claim **We** may:

1. enter or take possession of the **Buildings** or **The Premises**;

2. take possession of, or require to be delivered to **Us, Property Insured** which **We** will deal with in a reasonable manner without incurring liability or reducing **Our** rights.

**We** will not pay for **Damage** if **You** or anyone acting on **Your** behalf:

1. do not comply with **Our** requirement;
2. hinder or obstruct **Us**.

**You** are not entitled to abandon property to **Us**.

## Additional conditions

The following additional conditions only apply to this section if stated in **The Schedule**.

(Also refer to the policy conditions above and at the front of this policy wording).

### Intruder Alarm System

(The following condition applies where **The Schedule** stipulates CC013 - Minimum standard of security - level 2 or CC014 - Minimum standard of security - level 3 is required)

#### Definitions:

##### Intruder Alarm System

The component parts detailed in the Alarm Specification including the means of communication used to transmit signals.

##### Protected Premises

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

##### Responsible Person

**You** or any person authorised by **You**.

##### Keyholder

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

If in relation to any claim for **Damage** **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

While **The Premises** are unattended **You** must ensure that:

1. **The Premises** are protected by an **Intruder Alarm System** and means of communication used to transmit signals from an **Intruder Alarm System** designed, installed and maintained as agreed by **Us**.
2. The **Protected Premises** must not be left without at least one **Responsible Person** in attendance:
  - a. unless the **Intruder Alarm System** is set in its entirety with all means of communication used to transmit signals in full operation;
  - b. if the police have withdrawn their response to alarm calls unless **We** agree otherwise.
3. In the event of notification of any activation of the **Intruder Alarm System** or interruption of any of the means of communication during any period that the **Intruder Alarm System** is set, a **Keyholder** must attend **The Premises** as soon as reasonably possible, in order to confirm the security of **The Premises** and reset the **Intruder Alarm System** in its entirety. If the **Intruder Alarm System** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a **Keyholder** must remain at **The Premises** unless **We** agree otherwise in writing.
4. **You** must advise **Us** as soon as possible, and in any event not later than 10:00am on **Our** next working day:
  - a. that police attendance in response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
  - b. of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - c. that the **Intruder Alarm System** and the means of communication used to transmit signals from an installation cannot be returned to or maintained in full working order, and **You** must comply with any of **Our** subsequent requirements.
5. There is no alteration or substitution of:
  - a. any part of the **Intruder Alarm System**;
  - b. the structure of **The Premises** or changes to the layout of **The Premises** which would affect the effectiveness of the **Intruder Alarm System**;
  - c. the means of communication used to transmit signals from the **Intruder Alarm System**;
  - d. the procedures agreed with **Us** for police or any other response to any activation of the **Intruder Alarm System**
  - e. the maintenance contract without **Our** written agreement.
6. **You** and each **Keyholder** must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the **Intruder Alarm System**. All keys and other setting/unsetting devices for the **Intruder Alarm System** must be removed from **The Premises** when they are left unattended.
7. The **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with a UKAS accredited installer.
8. **You** must appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the **Intruder Alarm System** and with the police if they so require.

#### **CC006 - Waste (nightly removal) condition**

If in relation to any claim **You** have failed to fulfil any following conditions, **You** may lose **Your** right to cover or payment for that claim.

**You** must:

1. sweep up all combustible trade waste, sawdust, wood shavings and all other refuse every day;
2. remove all waste and other refuse from the **Buildings** every night.

#### **CC007 - Waste (weekly removal) condition**

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

**You** must:

1. sweep up all combustible trade waste, sawdust, wood shavings and all other refuse every day;
2. keep all waste and refuse in bags or bins and remove it from the **Buildings** at least once a week.

#### **CC008 - Engineers condition**

If in relation to any claim **You** have failed to fulfil the following condition **You** may lose **Your** right to cover or payment for that claim.

**You** must ensure that:

1. no liquids having a flash point below 32 degrees centigrade are used or stored;
2. no portable heating is used except in the offices;
3. all clippings cuttings waste paper and refuse of every description are swept up each day after work has ceased and deposited in bags or bins and removed from the **Buildings** at least once a week;
4. all oily and greasy cleaning cloths are deposited in metal receptacles and removed from the **Buildings** at least once a week.

#### **CC009 - Printers condition** If in relation to any claim **You** have failed to fulfil the following condition **You** may lose **Your** right to cover

**You** must ensure that:

1. all oily and/or dirty waste and greasy cleaning cloths are placed in metal receptacles and removed outside the **Buildings** every night and paper cuttings and other trade refuse are swept up and bagged daily and all waste is completely removed at least once a week;
2. no cardboard boxes envelopes and/or paper bags are made and no printing on celluloid or drying by artificial heat is carried out. However, the use of artificial heat in plain copying machines shall not be a breach of this condition.

If in relation to any claim **You** have failed to fulfil the following condition **You** will lose **Your** right to cover or payment for that claim.

#### **CC010 - Cooking condition**

If in relation to any claim **You** have failed to fulfil the following condition **You** may lose **Your** right to indemnity or payment for that claim.

**You** must ensure that:

1. all equipment used for frying by immersing in fat or oil are fitted with:
  - a. a thermostat arranged to prevent the temperature of cooking oils or fats rising above 205 degrees Celsius;
  - b. a separate high temperature limit thermostat without automatic resetting, which must be immersed in oil to ensure it works as required, to cut off the heat source if the temperature of fat or oil exceeds 225 degrees Celsius;and gas heated equipment is additionally fitted with a flame failure cut-off device.
2. all **Cooking Equipment** including flues and exhaust ducting are securely fixed and free from contact with combustible material;
3. any extraction hoods, canopies, canopy exhaust plenums, filters and grease traps are cleaned over their entire internal and external areas by the removal of greasy and oily deposits and other waste materials at least once a month;
4. the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned in accordance with the "HVCA Guide to Good Practice TR/19 - Internal Cleanliness of Ventilation Systems" by a qualified contractor, who must provide a written report with photographs to evidence the condition of the ductwork before and after cleaning, together with the removal of all greasy and oily deposits and other waste materials, at least annually or at a frequency recommended by a **Qualified Contractor**;
5. if the entire internal areas of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within the six (6) months before the inception of this insurance or the addition of this condition, then they must be so cleaned within thirty days of the inception of this insurance or the addition of this special condition, and at least annually or at a frequency recommended by a **Qualified Contractor**;
6. all oil or greasy waste and cloths are kept in metal receptacles with metal lids and removed from the **Buildings** at the end of each working day and from **The Premises** at least once a week;
7. any small portable frying apparatus must be cleaned monthly and a record maintained that this has been done;
8. suitable fire extinguishers and/or blankets are kept close to the equipment and cooking areas and staff are trained to use them;
9. no **Cooking Equipment** using fats, oils or coals must be left without a competent person remaining continuously near the **Cooking Equipment**, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from the equipment while the heat source is operating;
10. all **Cooking Equipment** must be installed, operated and maintained in accordance with the manufacturer's instructions;
11. any emergency shut-down device for the fuel supply and the extraction system is fitted in a position remote from the **Cooking Equipment**.

For the purposes of this condition the following additional definitions apply:

**Qualified Contractor** means a company which is a member of the Building & Engineering Services Association (B&ES), formerly HVCA.

**Cooking Equipment** means all cooking and frying equipment including equipment used for frying by immersing in fat or oil.

#### **CC018 - Automatic fire alarm**

When a discount has been allowed in consideration of an automatic fire alarm installation, if **You** have failed to fulfil any of the following conditions the discount may be removed and an additional premium charged to **You**.

**You** must:

1. notify **Us** as soon as reasonably practicable:
  - a. if the automatic fire alarm is removed or permanently out of use;
  - b. of disconnections or **Failures** of the system or parts of it that are likely to leave areas unprotected for 12 hours or more;
  - c. of any problems found as a result of maintenance.
2.
  - a. keep in force a contract with a company acceptable to **Us** to service and maintain the system in proper working order;
  - b. carry out all inspections and maintenance specified by the manufacturers and installers of the equipment.

#### **CC019 - Automatic sprinkler systems**

If in relation to any claim for **Damage** caused by fire **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim. When a discount has been allowed in consideration of an automatic sprinkler installation if **You** have failed to fulfil any of the following conditions, the discount may be removed and an additional premium charged to **You**.

#### **Part A**

**You** must:

1. give **Us** advance notice, in writing by e-mail, fax or letter, if any part of the system is to be altered, repaired or rendered inoperative;
2. tell **Us** as soon as reasonably practicable by telephone or facsimile in the event of any emergency and take precautions as advised by **Us**
3. allow **Us** to have access to **The Premises** at all times to inspect or witness the testing of the system.

#### **Part B**

**You** must carry out:

1. The following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by these tests, checks and inspections:

- a. a test of each installation alarm gong, recording the time taken for the alarm to sound;
  - b. an inspection to ensure that all:
    - i. installation main stop valves;
    - ii. incoming water supply stop valves;
    - iii. subsidiary stop valves are fully opened and secured by means of a suitable strap and padlock;
2. A test to establish the condition of:
- a. the circuit between the alarm switch and the control unit;
  - b. the connection with the:
    - i. public fire station;
    - ii. alarm receiving centre; or
    - iii. public fire brigade control,where the circuit is not continuously monitored these tests must be carried out each working day;
  - c. the batteries;
3. A check of an alternate or dry installation valve for correct air pressure and settings, including:
- a. accelerators;
  - b. exhausters;
  - c. air compressors;
  - d. ancillary valves.
4. A test of the automatic and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes;
5. A check of the electrically driven pump(s) to ensure that all:
- a. isolators are correctly set;
  - b. circuit breakers are correctly set;
  - c. electrical supply phase indicators are illuminated.
6. A check of all the diesel driven pump(s);
- a. engine oil level;
  - b. fuel tank content;
  - c. internal coolant circuits;
  - d. battery electrolyte level;
  - e. battery charger;
  - f. oil hoses;
  - g. water hoses;
  - h. oil coolers;
  - i. exhaust systems;
  - j. turbo chargers;
  - k. drive belt tensions.

Where replenishment or rectification is required this must be carried out as soon as reasonably practicable on conclusion of the tests.

7. a. A check of the:
    - i. air pressure tank water level;
    - ii. air pressure;
  - b. a test of the air and water charging equipment.
8. A check:
- a. of the water storage tank(s) water level;

- b. of the automatic refilling mechanism;
- c. that incoming supply valves are correctly set;
- d. that incoming supply valves are functional and that any frost precautions are in operation.

### Part C

**You** must display prominently at each sprinklered storage area a notice of the terms agreed with **Us** which specifies:

1. the description of goods which may be stored;
2. the type of storage;
3. the maximum height of storage;
4. the minimum permitted clearance between goods stored and the sprinkler deflectors and comply with the terms of the notice.

#### CC020 - Firebreak doors & shutters

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

1. **You** must close all firebreak doors and shutters outside of business hours.
2. Keep all firebreak doors and shutters in efficient working order.

#### CC021 - Portable space heaters

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

**You** must:

1. not place portable space heaters:
  - a. where they are liable to be overturned or suffer mechanical damage;
  - b. where flammable atmospheres exist;
  - c. on combustible surfaces;
2. keep portable space heaters clear of combustible materials;
3. maintain a clear space of at least one metre around the portable space heater by using a non-combustible guard.

#### CC022 - Premises inspection

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

**You** must:

1. examine the **Buildings** for any smoking/smouldering materials;
2. place any smoking/smouldering materials found in non-combustible lidded receptacles;
3. remove the contents of the receptacles daily from the **Buildings**;

4. maintain and retain a daily log of examinations;
5. carry out a weekly management check of the daily log of examinations.

### CC056 - Minimum security condition

If in relation to any claim for **Damage** insured by this section **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

**You** must ensure that:

1. Final exit doors are secured as follows:
  - a. timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate;
  - b. aluminium or UPVC framed doors – a cylinder operated mortice deadlock or a deadlocking multi-point system;
  - c. all other external doors and internal doors giving access to any part of The **Buildings** not occupied by **You** be fitted with either:
    - i. any of the locking arrangements as specified in 1(a) or 1(b) above in accordance with the construction of the door frame; or
    - ii. two key operated bolts for doors, one fitted approximately 30cm from the top of the door and the other 30cm from the bottom;
  - d. the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom. When **The Premises** are closed for business all locks fitted to final exit doors must be put into effect.
2. All other external doors and internal doors leading to common areas or other premises, are secured:
  - a. by the means set out in 1; or
  - b. by key operated security bolts fitted top and bottom.
3. All opening windows or roof lights accessible from the ground or via roofs, pipe work or other structures are secured by key operated locking devices or screwed permanently shut.
4. Any security measures stipulated or agreed by **Us** in writing are in active operation.

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

## Extensions

All of the following extensions apply to section 1 – Material damage.

### Automatic reinstatement of sum insured

The sums insured stated in **The Schedule**, will not be reduced by the amount of any claim unless **We** or **You** give notice to the contrary.

However, **You** must pay the additional premium required to reinstate the sums insured after a claim.

### Capital additions

**We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** to:

1. newly built and/or newly acquired **Buildings** and/or **Machinery, Plant and All Other Contents**; and
2. alterations, additions and improvements to **Buildings** and/or **Machinery, Plant and All Other Contents**, but not in respect of any appreciation in value.

Situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum **We** will pay in respect of any one location, under this extension is

- a. 10% of the total **Buildings** and **Machinery, Plant and All Other Contents** Sum Insured by this section; or
- b. GBP1,000,000

whichever is lower.

**You** must provide **Us** with details of these works as soon as possible, but at least within 30 days and specifically insure the extensions with **Us**, from the date **Our** liability commenced.

### Change of occupancy

**You** must tell **Us** as soon as reasonably practicable if:

1. any **Buildings** stated in **The Schedule** become **Unoccupied** or disused;
2. any **Unoccupied** or disused **Buildings** stated in **The Schedule**, or any part of them becomes occupied.

Following notification of unoccupancy or occupancy, **We** will have the right to amend the premium, terms, conditions and exclusions of this policy, or may exercise **Our** right to cancel this policy in accordance with **Our** right to cancel clause.

### Computer systems records

**We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** to:

computer systems records but only for:

1. the value of the materials;
2. the cost of labour and computer time spent in reproducing them;
3. the costs necessarily incurred in reproducing any information to be recorded.

The maximum **We** will pay in respect of any one claim is GBP25,000.

### Continuing interest & hire charges

In the event of accidental **Damage** occurring during the **Period of Insurance** at **The Premises** where **You** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **You** are responsible.

### Contract sale price

If goods sold but not delivered, for which **You** are responsible, suffer **Damage** insured by this section and because of this, the contract of sale is cancelled under the conditions of sale, **Our** liability will be on the basis of the contract price for the goods which have suffered **Damage**.

### Customers' goods

The **Stock** items stated in **The Schedule** extend to include:

1. customers' goods;
2. goods for which **Your** customers are legally responsible, while these goods are temporarily in **Your** custody or control and for which **You** have accepted responsibility but only to the extent they are not more specifically insured.

### Day One (non adjustable)

Applicable only to those items showing a (Declared Value) as stated in **The Schedule**:

1. The first and annual premiums are based upon the **Declared Value** as stated in **The Schedule**.

**Declared Value** means the amount shown in brackets above the sum insured and is:

**Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph (1) of the Basis of Claim Settlement – Reinstatement clause at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a. the additional cost as detailed in the European Union and Public Authorities extension of this section to comply with:
    - i. European Union legislation;
    - ii. Act of Parliament;
    - iii. By-laws of any Public Authority;
  - b. professional fees;
  - c. debris removal costs.
2. **You** must notify **Us** of the **Declared Value** at the start of each **Period of Insurance**. If **You** fail to notify **Us** of the **Declared Value** at the start of any **Period of Insurance**, **We** will use the last **Declared Value** notified to **Us** plus an amount as detailed in the Index Linking extension for the following **Period of Insurance**.
  3. The maximum **We** will pay is the sum insured for **Property Insured** as shown in **The Schedule**.

### Debris removal

Unless separately insured under this section, the sum insured for each item, other than rent if insured, includes costs and expenses **You** incur, with **Our** written consent, for:

1. removal of debris;
2. dismantling or demolishing;
3. shoring up or propping of the parts of the property which have suffered **Damage** insured under this section.

**We** will not cover **You** in respect of costs and expenses:

- a. incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it;
- b. arising from **Pollution or Contamination** of property not insured by this section more specifically insured.

## Drains

The sum insured for each **Buildings** and **Machinery, Plant and All Other Contents** item extends to include an amount necessarily incurred by **You** and which **We** agree to for cleaning and/or clearing and/or repairing of:

1. drains;
2. sewers;
3. gutters;

for which **You** are responsible, following accidental **Damage** insured by this section.

## European Union and public authorities

Following accidental **Damage** insured by this section to any item of **Buildings, Machinery, Plant and All Other Contents** or tenants improvements described in **The Schedule**, **We** will pay the additional costs of reinstating the **Property Insured** necessary to comply with any:

1. European Union legislation;
2. Act of Parliament;
3. By-laws of any Public Authority.

**We** will not cover **You** in respect of:

1. costs incurred:
  - a. in respect of **Damage** not insured by this section;
  - b. where notice was served on **You** before the **Damage** occurred;
  - c. where an existing requirement must be completed within a stipulated period;
  - d. in respect of property or parts of the property other than the foundations (unless foundations are specifically excluded) which have not suffered **Damage**;
2. any charge or assessment arising from capital appreciation following compliance with any legislation or by-law.

The reinstatement of the **Property Insured**;

1. must begin and be carried out within 12 months of the **Damage** or a longer period if agreed by **Us** in writing.;
2. may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

If **Our** liability under this section is reduced by the application of any terms or conditions of this policy, **Our** liability under this extension will similarly be reduced.

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

### Exhibitions

**We** will cover **You** in respect of accidental **Damage** to **Machinery, Plant and All Other Contents** and/or **Stock** whilst at exhibitions that do not exceed seven days duration anywhere in the United Kingdom, the Isle of Man, the Channel Islands or any member country of the European Union including whilst in transit to and from these territories.

The maximum **We** will pay is GBP25,000 for any one occurrence.

**We** will not cover **You** in respect of theft from any unattended vehicle or exhibition display or stand.

### Damage by Emergency Services

**We** will cover **You** in respect of costs and expenses incurred with **Our** written consent in reinstating or repairing landscaped gardens and grounds following **Damage** caused by emergency services equipment or personnel in the course of combating or reducing **Damage** covered by this section of this policy.

The maximum **We** will pay in respect of any one claim is GBP25,000.

### Fire extinguishing expenses

**We** will cover **You** in respect of costs and expenses incurred in refilling, recharging or replacing any:

1. portable fire extinguishing appliances;
2. local fire suppression system;
3. fixed fire suppression system;
4. sprinkler installation;
5. sprinkler heads;

as a result of **Damage** as insured by this section.

**We** will not cover **You** in respect of any costs and expenses recoverable from the maintenance company or fire service.

If in relation to any claim **You** have failed to fulfil the following condition, **You** will lose **Your** right to cover or payment for that claim.

**You** must maintain all equipment in accordance with the manufacturer's instruction.

The maximum **We** will pay in respect of any one claim is GBP25,000.

## Further investigation costs

Where **You** have suffered **Damage** to **Buildings** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to a portion of the same **Buildings** which is not immediately apparent **We** will pay the costs incurred by **You** with **Our** written consent in establishing whether or not **Damage** has occurred.

## Glass

**We** will cover **You** in respect of:

1. accidental breakage (including the cost of boarding up) of fixed glass at **The Premises**;
2. accidental **Damage** at **The Premises** to:
  - a. contents of display windows;
  - b. window and door frames;
3. the cost of removing and reinstating obstructions to replacing glass;
4. the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass

occurring during the **Period of Insurance**.

The maximum that **We** will pay in respect of item 2a. & b. is GBP25,000 unless stated in **The Schedule** in respect of the total of all losses during any one **Period of Insurance**.

5. breakage of fixed sanitary ware at **The Premises**.

**We** will not cover **You** in respect of:

1. **Damage** to glass in:
  - a. light fittings;
  - b. signs;
  - c. **Stock**;
  - d. vehicles;
  - e. vending machines;
2. **Damage** to glass caused by:
  - a. scratching;
  - b. gradual deterioration or wear and tear;
  - c. change in colour or finish;
3. breakage of glass:
  - a. while **The Premises** are **Unoccupied** or disused;
  - b. in transit or while being fitted;
  - c. by workmen carrying out alterations or repairs to **The Premises**;
4. the **Excess** stated in **The Schedule**;
5. breakage of cracked or scratched glass or glass that was in any way defective at the time cover was affected.

### Inadvertent failure to insure

The insurance provided by this section is extended to include any **Building** within the United Kingdom which **You** own or for which **You** are responsible for insuring but which **You** have inadvertently failed to insure.

Provided that:

1. within 30 days of becoming aware of such **Building You** notify **Us** in writing of the **Building**. **We** will then tell **You** of any changes to the terms, conditions and exclusions of this policy and **You** must pay any additional premium **We** require;
2. this insurance will not apply in respect of any cause or cover otherwise excluded from these sections of the policy and is limited to all the terms conditions and exclusions of the policy;
3. **Our** liability for all losses or series of losses arising directly from the same originating cause will not exceed 20% of the total sum insured per premises or GBP one million (GBP1,000,000) whichever is the lesser amount for all losses or series of losses arising directly from the same originating cause;
4. Cover will not be provided under Capital additions extension to this section at the same time in respect of the same **Building** and no retrospective cover is permitted in respect of cover under Section 15 Terrorism if shown as operative on **The Schedule**.

### Incompatibility of computer systems records

**We** will cover **You** in respect of:

1. the cost of modifying the **Computer and Electronic Equipment**; or
2. the cost of replacing computer system records and the cost of reinstating programmes or the information on them.

(whichever is the less) following **Damage** which has resulted in undamaged **Computer and Electronic Equipment** being incompatible with any replacement **Computer and Electronic Equipment**.

The maximum **We** will pay in respect of any one claim is GBP10,000.

### Index linking

**We** will adjust the sums insured (and the **Declared Values** where appropriate) by each item of **Property Insured** other than **Stock** in line with the index drawn up or used by **Us** and **We** waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this policy, the premium will be adjusted to take account of the effect of indexation in the preceding **Period of Insurance**.

### Interested parties

The interest of other parties in **Property Insured** under this section is noted. In the event of **Damage** as insured by this section, the nature and extent of the interest will be disclosed to **Us** by **You**.

### Loss of metered utilities

**We** will pay for charges for which **You** are responsible, if metered water, gas, electricity, oil or any other utility is accidentally discharged from a metered water, gas or electricity or oil system providing service to **The Premises**.

**We** will not cover **You** in respect of:

1. **Damage** whilst **The Premises** are **Unoccupied** or disused;

and

2. where the **Damage** remains undiscovered for 120 days or more.

The maximum **We** will pay in respect of any one claim is GBP25,000.

### Machinery re-erection costs

The sum insured for each **Machinery, Plant and All Other Contents** item extends to include the cost of re-erecting machinery following **Damage** insured by this section.

### Moulds, tools and dies

**We** will pay for accidental **Damage** occurring during the **Period of Insurance** to moulds, tools and dies belonging to **You** or for which **You** are responsible whilst at **The Premises** or any premises not in **Your** occupation and whilst in transit to and from by road, rail or inland waterway in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum **We** will pay in respect of any one claim is GBP100,000 unless otherwise stated in **The Schedule**.

### Non-invalidation

The insurance by this section will not be invalidated by any:

1. act; or
2. omission; or
3. alteration

either unknown to **You** or beyond **Your** control which increases the risk of **Damage**.

However, **You** must notify **Us** as soon as reasonably practicable after **You** become aware of any act, omission or alteration. **We** will have the right to amend the premium, terms, conditions and exclusions of this policy, or may exercise **Our** right to cancel this policy in accordance with **Our** rights to cancel clause in this policy.

### Professional fees

The sum insured for each item, excluding **Stock**, includes an amount for professional fees incurred with **Our** written consent in reinstating or repairing the **Property Insured**, following **Damage** insured by this section.

**We** will not cover **You** in respect of fees:

1. more specifically insured;
2. incurred in making a claim.

### Seasonal stock increase

The sum insured in respect of **Stock** will be increased by 25% for the months of November, December and January and for the 31 days immediately preceding Easter Day.

### Services

Each **Building** or **Machinery, Plant and All Other Contents** item(s), as shown in **The Schedule** includes service meters, pipes, cables and instruments which **You** own or for which **You** are responsible, associated to **The Premises**, while:

1. in adjoining yards;
2. on roadways;
3. underground.

### Subrogation waiver

In the event of a claim arising under this section, **We** agree to waive any rights, remedies or relief to which **We** may be entitled by subrogation against:

1. any company whose relationship to **You** is either a parent to subsidiary or subsidiary to parent;
2. any company which is a subsidiary of a parent company of which **You** are a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (Northern Ireland) Order, current at the time of the **Damage**.

### Temporary removal

**We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** whilst **Machinery, Plant and All Other Contents** is temporarily removed from **The Premises** including whilst in transit to and from:

1. anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man;
2. any other country within the European Union.

The maximum **We** will pay is 15% of the sum insured for each item.

**We** will not cover **You** in respect of:

1. property removed for sale or exhibition;
2. property kept in storage.

### **Theft Damage to Buildings**

**We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** to **Buildings** at **The Premises**, for which **You** are responsible by:

1. theft or attempted theft involving entry to or exit from the **Buildings** by forcible and violent means; or
2. theft involving violence or threat of violence to **You**, **Your** partners, directors or **Employees**.

**We** will not cover **You** in respect of:

1. **Damage**
  - a. caused to any property other than **Buildings**;
  - b. caused by any person lawfully in the **Buildings**;
  - c. while the **Building** is **Unoccupied** or disused;
  - d. more specifically insured;
2. the **Excess** stated in **The Schedule**.

### **Theft of fixed fabric of Buildings**

**We** will cover **You** in respect of theft of the fixed fabric of the **Buildings** comprising fixed external CCTV equipment, security lighting, alarm equipment, television and radio receiving aerials and satellite dishes where **Buildings** are shown as Insured in **The Schedule**.

### **Theft of keys**

**We** will cover **You** for the cost of replacing locks and keys to the **Buildings**, intruder alarm systems, safes, strongrooms or tills provided that:

1. the original keys were stolen from the **Buildings** or the private residence of **You** or any authorised **Employee**;
2. keys are not left in the **Buildings**, other than any private residential portion of the **Buildings**, when closed for business nor in an unattended room during business hours unless locked in a safe, cupboard or drawer.

**Our** liability under this extension will not exceed £5,000 in any one **Period of Insurance**.

### **Trace and access**

**We** will pay costs and expenses incurred with **Our** written consent:

1. in locating the actual source of **Damage**;
2. any repairs directly arising from 1.
3. the costs of repairing tanks, apparatus or pipes which have been damaged by freezing,

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

**We** will not cover **You** in respect of costs or expenses incurred where:

**Damage** results solely from a change in the water table level.

The maximum **We** will pay is GBP50,000 in any one **Period of Insurance**.

### Trade samples

**We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** to trade samples whilst anywhere in the United Kingdom, the Channel Islands, the Isle of Man, and any member country of the European Union including whilst in transit to and from these territories. The maximum **We** will pay in respect of any one claim is GBP25,000.

### Transfer of interest

If at the time of **Damage** to a building insured under this section **You** have entered into a contract to sell **Your** interest in it but:

1. the contract has not yet been completed; and
2. the **Building** has not yet been insured by or on behalf of the purchaser; and
3. the purchase is subsequently completed.

**We** will cover the purchaser to the extent that this section insures that **Building**.

This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

### Unauthorised use of metered utilities

**We** will pay for charges for which **You** are responsible if water, gas or electricity from a metered system providing service to **The Premises** is used by unauthorised persons taking possession, keeping possession or occupying **The Premises** without **Your** authority provided that all practical steps are taken to terminate the unauthorised use as soon as it is discovered.

The maximum **We** will pay in respect of any one claim is GBP2,500.

### Underground services

Where **We** provide cover in respect of **Buildings**, **We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** to underground:

1. pipes;
2. cables,

which extend from the **Buildings** to the public mains but only to the extent to which **You** are responsible for repair.

**We** will not cover **You** in respect of:

1. the cost of maintenance:
2. any other exclusions stated in this section:
3. the **Excess** stated in **The Schedule**.

### **Workmen**

**You** can engage workmen to carry out repairs and general maintenance at **The Premises** without affecting the terms and conditions of this insurance if the work they are engaged for or are required to do involves:

- a. structural alteration
- b. demolition or partial demolition
- c. compromising of the security protections to the **Premises** that **You** have told **Us** about and which **We** require as a condition of **Your** insurance
- d. the closure of the **Buildings** or the occupant being required to vacate them.

**You** must provide **Us** with full details, and obtain **Our** agreement, before work is commenced and **We** may advise **You** of restrictions to be imposed or the additional terms **We** require in order for cover to continue.

## Section 2 – Business all risks

### Definitions

(Also refer to the General definitions at the front of this policy wording).

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

#### ***Territorial Limits***

The limits chosen by **You** and shown in **The Schedule**.

1. U.K. – which means anywhere within England, Wales, Scotland or Northern Ireland and also extending to include the Channel Islands and the Isle of Man.
2. EU – which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.
3. Worldwide – which means anywhere in the world.

### Cover

**We** will cover **You** in respect of accidental **Damage** occurring during the **Period of Insurance** anywhere within the **Territorial Limits** as specified in **The Schedule**.

The maximum **We** will pay under this section in any one **Period of Insurance** will not exceed:

1. the sum insured on each item; or
2. the total sum insured; or
3. any other maximum amount payable or limit of liability specified.

#### **Basis of Claim Settlement – Reinstatement**

Unless otherwise stated in **The Schedule** in the event of accidental **Damage** the basis upon which **We** will calculate the amount **We** will pay for any claim will be the reinstatement of the **Property Insured** lost, destroyed or damaged, limited to the following conditions:

1. If **Property Insured** under any **Buildings**, block of flats, furniture, machinery or tenants' improvements item described in **The Schedule**, other than pedal cycles or personal items if insured, is lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If **Property Insured** is damaged, **We** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **We** will not pay more than **We** would have done if the property had been completely destroyed.

2. The **Property Insured** may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability.
3. All work must begin and be completed within 12 months of the **Damage** or a longer period if agreed by **Us**.
4. **We** will not pay under this clause until **You** have incurred the cost of replacing or repairing the **Property Insured**.

### Basis of Claim Settlement - Indemnity

The amount payable in respect of **Stock** and or all other **Property Insured** will be the value at the time of **Damage** or at **Our** option the cost of reinstatement or replacement of the **Property Insured** or any part of it.

## Exclusions

The following exclusions apply to section 2 – Business all risks.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not cover **You** in respect of:

1. **Damage** caused by or consisting of:
  - a. an existing or hidden defect;
  - b. gradual deterioration or wear and tear;
  - c. frost or change in the water table level;
  - d. faulty design or faulty materials used in its construction;
  - e. faulty workmanship, operating error or omission by **You** or any **Employee**;
  - f. explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which **You** own or control;
  - g. the bursting of:
    - i. a boiler;
    - ii. other equipment;not being used for domestic purposes where the internal pressure is due to steam only and belongs to **You** or is under **Your** control.

However, **We** will cover **You** in respect of any subsequent **Damage** which results from a cause not otherwise excluded;

2. **Damage** caused by or consisting of:
  - a. corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus;
  - b. change in temperature, colour, flavour, texture or finish;
  - c. nipple or joint leakage or **Failure** of welds;
  - d. cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping;
  - e. mechanical or electrical breakdown or derangement of the **Property Insured**.

However, **We** will cover **You** in respect of:

- a. **Damage** not otherwise excluded and which itself results from any other accidental cause
- b. any subsequent **Damage** which itself results from a cause not otherwise excluded;
3. **Damage** caused by **Pollution or Contamination**.

- However, **We** will cover **You** in respect of **Damage**, not otherwise excluded, caused by:
- a. **Pollution or Contamination** which results from **Damage**;
  - b. **Damage** which results from **Pollution or Contamination**;
4. **Damage** caused by or consisting of:
- a. **Subsidence, Ground Heave or Landslip** unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe;
  - b. **Settlement** including the normal **Settlement** or bedding down of new structures;
  - c. acts of fraud or dishonesty;
  - d. disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error;
  - e. theft or attempted theft unless:
    - i. involving entry to or exit from the **Buildings** by forcible and violent means;
    - ii. involving violence or threat of violence to **You, Your** partners, directors or **Employees**;
5. **Damage** by fire resulting from its' undergoing any process involving the application of heat;
6. **Damage** resulting from its undergoing any process of:
- a. production or packaging;
  - b. treatment, testing or commissioning;
  - c. servicing or repair.
- However, **We** will cover **You** in respect of this **Damage** if it is caused by fire or explosion;
7. This section excludes **Damage** resulting from theft or attempted theft from any unattended vehicle;
8. This section excludes **Damage** resulting from theft or attempted theft from any unattended vehicle during the hours from 9pm until collected by **Your** driver unless the vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates;
9. **Damage** while the building is **Unoccupied** or disused caused by:
- a. escape of water from any tank, apparatus or pipe;
  - b. malicious persons;
  - c. theft or attempted theft.
- However, **We** will cover **You** in respect of **Damage** if it is caused by fire or explosion.
10. **Damage** more specifically insured by **You** or on **Your** behalf.
11. Indirect loss or damage;
12. **Property Insured** by any marine policy;
13. Property which would be insured under any marine policy if this insurance did not exist. However, **We** will cover **You** in respect of **Damage** not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed;
14. **Damage** to **Money**;
15. Goods held in trust on commission unless specifically mentioned in **The Schedule**;
16. The **Excess** stated in **The Schedule**.

## Conditions

The following conditions only apply to this section if stated in **The Schedule**.

(Also refer to the General conditions at the front of this policy wording).

## CC046 - Intruder alarm system

For the purpose of this condition the following definitions apply:

### ***Intruder Alarm System***

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

### ***Protected Premises***

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

### ***Responsible Person***

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

### ***Keyholder***

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

If in relation to any claim for ***Damage*** caused by theft or attempted theft involving entry to or exit from ***The Premises*** by forcible and violent means ***You*** have failed to fulfil any of the following conditions ***You*** will lose ***Your*** right to cover or payment for that claim.

While ***The Premises*** are unattended ***You*** must ensure that:

1. ***The Premises*** are protected by an ***Intruder Alarm System*** and means of communication used to transmit signals from an ***Intruder Alarm System*** designed, installed and maintained as agreed by ***Us***.
2. ***The Premises*** must not be left without at least one ***Responsible Person*** in attendance:
  - a. unless the ***Intruder Alarm System*** is set in its entirety with all means of communication used to transmit signals in full operation;
  - b. if the police have withdrawn their response to alarm calls, unless ***We*** agree otherwise.
3. In the event of notification of any activation of the ***Intruder Alarm System*** or interruption of any of the means of communication during any period that the ***Intruder Alarm System*** is set, a ***Keyholder*** must attend ***The Premises*** as soon as reasonably possible, in order to confirm the security of ***The Premises*** and reset the ***Intruder Alarm System*** in its entirety. If the ***Intruder Alarm System*** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a ***Keyholder*** must remain at ***The Premises*** unless ***We*** agree otherwise in writing.
4. ***You*** must advise ***Us*** as soon as reasonably possible, and in any event not later than 10:00am on ***Our*** next working day:
  - a. that police attendance in response to alarm signals/calls from the ***Intruder Alarm System*** may be withdrawn or the level of response reduced or delayed;

- b. of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - c. that the **Intruder Alarm System** and the means of communication used to transmit signals from the installation cannot be returned to or maintained in full working order and **You** must comply with any of **Our** subsequent requirements.
5. No alteration or substitution of:
- a. any part of the **Intruder Alarm System**;
  - b. the structure of **The Premises** or changes to the layout of **The Premises** which would affect the effectiveness of the **Intruder Alarm System**;
  - c. the means of communication used to transmit signals from the **Intruder Alarm System**;
  - d. the procedures agreed with **Us** for police or any other response to any activation of the **Intruder Alarm System**;
  - e. the maintenance contract,
- will be made without **Our** written agreement.
6. **You** and each **Keyholder** must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the **Intruder Alarm System**. All keys and other setting/unsetting devices for the **Intruder Alarm System** must be removed from **The Premises** when they are left unattended.
7. The **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with a UKAS accredited installer.
8. **You** must appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the **Intruder Alarm System**, and with the police if they so require.

#### CC047 - Alarm condition – vehicles

This section excludes **Damage** resulting from theft or attempted theft from any unattended vehicle unless the alarm system approved by **Us** is:

1. put into operation and all alarm keys removed; and
2. maintained in accordance with the terms and conditions of the installing company's agreement.

#### CC048 - Portable computer equipment

If in relation to any claim for **Damage** by theft or attempted theft **You** have failed to fulfil any of the following conditions **You** may lose **Your** right to cover or payment for that claim.

**You** must ensure that:

1. when **Portable Computer Equipment** is left unattended inside any road vehicle:
  - a. the vehicle is securely locked and all security devices set in operation;
  - b. it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm until collected by **Your** driver unless the vehicle is aboard a ship or ferry;
  - c. the **Portable Computer Equipment** is concealed from view;
  - d. the **Portable Computer Equipment** is stored in the boot or under the parcel shelf if the vehicle is a private car;

2. when **Portable Computer Equipment** is in transit by air it is carried as hand luggage;
3. when **Portable Computer Equipment** is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard the vessel.

For the purpose of this additional condition, **Portable Computer Equipment** will mean:

Personal computers, small micro-computers and similar equipment used for processing, communicating and storing electronic **Data**, and which are designed to be carried by hand.

## Extensions

The following extensions apply to section 2 – Business All Risks.

### Automatic reinstatement of sum insured

The Sums Insured stated in **The Schedule** will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary. **You** must pay the additional premium needed to reinstate the sum insured.

## Section 3 – Business interruption

### Definitions

(Also refer to the General definitions at the front of this policy wording).

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

#### **Annual Gross Revenue**

The revenue during the twelve months immediately before the date of the **Damage**.

#### **Annual Turnover**

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

#### **Annual Rent Receivable**

The **Rent Receivable** during the 12 months immediately before the date of the **Damage**.

#### **Gross Profit**

1. The combined value of the **Turnover**, closing **Stock** and work in progress  
less
2. the combined value of opening **Stock** and work in progress and **Uninsured Working Expenses**.

The values of opening and closing **Stock** and work in progress will:

1. be calculated using **Your** usual accounting methods;
2. make due provision for depreciation.

#### **Gross Revenue**

The money paid or payable to **You** in respect of the work done or services rendered in the course of **The Business** before deductions for expenses.

#### **Gross Fees**

The money paid or payable to **You** generated from services a company charges a fee for.

### ***Increase in Cost of Working***

The additional expenditure necessarily incurred or the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for the expenditure would have taken place during the **Indemnity Period**.

### ***Indemnity Period***

The period during which **The Business** results are affected due to the **Damage**, beginning with the date of the **Damage** and ending at the expiry of the maximum indemnity period.

### ***Loss of Licence***

Temporary or permanent:

1. forfeiture of a **Licence**;
2. refusal to renew a **Licence** by the licensing authority,

due to reasons beyond **Your** control.

### ***Licence***

Licence granted under the Licensing Act 2003 or any subsequent legislation in respect of **The Premises** for the sale by retail of alcohol.

### ***Rate of Gross Profit***

**Gross Profit** earned on and expressed as a percentage of **Turnover**, during the financial year immediately before the date of the **Damage**.

### ***Rent Receivable***

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

### ***Standard Gross Fees***

The **Gross Fees** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

### ***Standard Rent Receivable***

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

**We** will adjust the figures as necessary to provide for the trends or special circumstances affecting **The Business** before or after the incident or which would have affected **The Business** had the **Damage** not occurred.

#### **Standard Revenue**

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

**We** will adjust the figures as necessary to provide for the trends or special circumstances affecting **The Business** before or after the incident or which would have affected **The Business** had the **Damage** not occurred.

#### **Standard Turnover**

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

**Rate of Gross Profit, Annual Turnover** and **Standard Turnover** may be adjusted to reflect any trends or circumstances which:

1. affect **The Business** before or after the **Damage**;
2. would have affected **The Business** had the **Damage** not occurred.

The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

#### **Turnover**

Amount paid or payable to **You** for:

1. goods sold and delivered;
2. services provided,

in course of **The Business** at **The Premises**.

#### **Uninsured Working Expenses**

1. Purchases (less any discounts received);
2. discounts allowed;
3. bad debts; and
4. Packaging, carriage and freight

The words and expressions used in this definition will have the meaning usually attached to them in **Your** books and accounts.

## Notes

1. All terms in this section exclude Value Added Tax to the extent that **You** are accountable to the Tax Authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.

## Cover

(Applicable to all items other than **Loss of Licence**)

**We** will cover **You** in respect of any interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** at **The Premises**.

The maximum **We** will pay in respect of any one claim is:

1. for any Item, the sum insured or limit of liability stated in **The Schedule**;
2. in aggregate, the total sum insured.

### **Loss of Licence**

In respect of **Loss of Licence** **We** will pay the reduction in the value during the **Period of Insurance** of **Your** interest in:

1. **The Premises**; or
2. **The Business**

following **Loss of Licence**.

The most **We** will pay is the limit of liability stated in **The Schedule**. In addition **We** will also pay for costs and expenses incurred with **Our** written consent where **You** appeal against the **Loss of Licence**.

**We** will not pay **You** where:

1. **You** are entitled to obtain payment of compensation under any legislation or by-law in respect of the refusal to renew the **Licence**.
2. Where the **Loss of Licence** arises out of:
  - a. any town planning improvement or redevelopment;
  - b. a change in law;
  - c. compulsory purchase or surrender;
  - d. a reduction or redistribution of **Licences**.

### **Special condition**

1. It is a condition that **You** notify **Us** in writing as soon as reasonably practicable and supply any additional information and give assistance as **We** may reasonably require if **You** become aware of any:
  - a. complaint against **The Business** and/or **The Premises**;

- b. proceedings against or conviction of the **Licence** holder manager tenant or occupier of **The Business** and/or **The Premises** for any breach of any relevant licencing law or regulation or any other matter where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety;
  - c. change in the tenancy or management of **The Business** and/or **The Premises**;
  - d. transfer or proposed transfer of the **Licence**;
  - e. alteration in the purpose for which **The Premises** is used;
  - f. objection to renewal or other circumstances which may endanger the **Licence** or its renewal.
2. In the event of death, bankruptcy or incapacity or desertion of **The Premises** or conviction for any offence (where the conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the **Licence** holder, tenant, manager or occupier **You** will where practicable and at **Our** request procure a suitable person to whom the **Licence** will be transferred or a new **Licence** will be granted by way of renewal.
  3. In the event of the **Licence** being forfeited or refused renewal **You** must:
    - a. give notice in writing to **Us** within 48 hours of receiving knowledge of the event stating the grounds upon which the licence was forfeited or refused renewal;
    - b. give all assistance as **We** may require for the purpose of an appeal against the forfeiture or refusal to renew and allow **Our** solicitors and **Us** full discretion in the conduct of the proceedings;
    - c. apply if required by **Us** for the grant of the new **Licence** for the same or alternative premises as may enable **You** to continue **The Business** in a similar or alternative form;
    - d. provide a statement of **Your** loss if any together with any documents, statements and accounts as may be required by **Us** to verify the same and also if required by **Us** make a statutory declaration as to the truth accuracy and comprehensiveness of any documents, statements and accounts and give **Us** free access to **The Premises** and the books and accounts of **The Business** as may be necessary for ascertaining the value of any loss.

### Limit of liability

**Our** liability under this section will not exceed:

1. 100% of the total sum insured shown in **The Schedule** for each other item stated in **The Schedule**.

If the Method of adjustment as shown in **The Schedule** is declaration linked.

2. 133 $\frac{1}{3}$ % of the sum insured shown in **The Schedule**.

### Basis of Settlement

#### Gross Profit

The insurance on the **Gross Profit** item specified in **The Schedule** is limited to loss due to:

1. reduction in **Turnover**; and

## 2. ***Increase in Cost of Working.***

We will pay:

1. in respect of reduction in ***Turnover*** the sum produced by applying the rate of ***Gross Profit*** to the amount by which due to the ***Damage***, the ***Standard Turnover*** exceeds the ***Turnover*** during the ***Indemnity Period***;
2. in respect of ***Increase in Cost of Working*** any additional expense ***You*** necessarily incur solely to prevent or limit a reduction in ***Turnover*** during the ***Indemnity Period*** which but for the additional expenses would have taken place due to the ***Damage***. We will not pay more than the amount produced by applying the rate of ***Gross Profit*** to the reduction in ***Turnover*** avoided by the expenditure less any savings during the ***Indemnity Period*** in business charges or expenses, payable out of ***Gross Profit***, which reduce or cease due to the ***Damage***.

### ***Gross Revenue/Gross Fees***

The insurance on the ***Gross Revenue/Gross Fees*** item specified in ***The Schedule*** is limited to loss due to:

1. reduction in gross revenue/gross fees; and
2. increase in cost of working.

We will pay:

- a. the amount by which the ***Gross Revenue/Gross Fees*** during the ***Indemnity Period*** falls short of the standard ***Gross Revenue***/standard ***Gross Fees*** as a consequence of the ***Damage***;
- b. in respect of increase in cost of working any additional expense ***You*** necessarily incur solely to prevent or limit a reduction in ***Standard Revenue*** during the ***Indemnity Period*** which but for the additional expenses would have taken place due to the ***Damage***. But not exceeding the amount of the reduction in ***Gross Revenue/Gross Fees*** avoided.

### ***Rent Receivable***

The insurance by this item is limited to loss of ***Rent Receivable*** not exceeding the sum insured stated in ***The Schedule*** due to:

- a. loss of ***Rent Receivable***; and
- b. Increase cost of working

and the amount payable will be:

1. in respect of loss of ***Rent Receivable***, the amount by which the ***Rent Receivable*** during the ***Indemnity Period*** will following the ***Damage*** fall short of the standard ***Rent Receivable***;
2. in respect of increase in cost of working, the additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in ***Rent Receivable*** which but for that expenditure would have taken place during the ***Indemnity Period*** following the incident but not exceeding the reduction in ***Rent Receivable*** avoided, less any sum saved during the

**Indemnity Period** of the charges and expenses of **The Business** payable out of **Rent Receivable** as may cease or be reduced following the **Damage**.

### **Increased Cost Of Working**

**We** will pay **Your** additional expenditure which has been necessarily incurred as a result of accidental **Damage** occurring during the **Period of Insurance** to continue **The Business** during the **Indemnity Period**.

### **Additional increased cost of working**

**We** will pay in respect of additional cost of working the additional expenditure incurred due to the **Damage** to maintain **The Business** during the **Indemnity Period** which exceeds the amount recoverable in respect of **Increase in Cost of Working** which:

1. is necessarily incurred due to **Damage**, solely to maintain **The Business** during the **Indemnity Period**
2. exceeds the amount recoverable in respect of **Increase in Cost of Working** as stated under Basis of Settlement clause for:
  - a. **Gross Profit**
  - b. **Gross Revenue/Gross Fees** or
  - c. **Rent Receivable**

The maximum **We** will pay is the sum insured stated in **The Schedule**.

## **Exclusion**

The following exclusion applies to section 3 – Business interruption.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not cover **You** in respect of:

1. **Damage** caused by **Pollution or Contamination**.

**We** will cover **You** in respect of loss resulting from **Damage**, unless otherwise excluded, caused by:

- a. **Pollution or Contamination** at **The Premises** which itself results from **Damage**;
- b. any **Damage** which itself results from **Pollution or Contamination**.

## Condition

The following condition applies to section 3 – Business interruption.

(Also refer to the General conditions at the front of this policy wording).

### Property Cover

**We** will not cover **You** in respect of any **Damage** insured by this section unless:

1. there is in force at the time of the **Damage**, an insurance policy covering **Your** interest in the **Property Insured** at **The Premises** for the **Damage**; and
  - a) payment has been made or liability admitted for **Damage**; or
  - b) payment would have been made or liability would have been admitted for **Damage** but for the exclusion of losses below a stated amount in that insurance policy.

## Clauses

All of the following clauses apply to section 3 – Business interruption of this policy.

### Salvage sale clause

If following **Damage**, giving rise to a claim under this section, **You** hold a salvage sale during the **Indemnity Period**, Paragraph a) of The Basis of Settlement in respect of **Gross Profit** is amended so that **We** will pay in respect of reduction in **Turnover** the sum produced by applying the rate of **Gross Profit** to the amount by which, due to **Damage** the **Standard Turnover** exceeds the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) from which sum will be deducted the **Gross Profit** actually earned during the period of the salvage sale.

It is a condition of this clause that a salvage sale must not take place until **We** and the police (if appropriate) have given **You** confirmation that the property can be disposed of.

### Departmental clause

If **You** conduct **The Business** in departments and independent trading results are obtainable, the basis of settlement of the **Gross Profit** item will apply separately to each department affected by the **Damage**.

### Payments on account clause

Claim payments on account may be made to **You** during the **Indemnity Period**, if required.

### Fines or damages

**We** will pay in respect of fines or damages for breach of contract, the sums **You** are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the **Damage** occurring during the **Period of Insurance to Property Insured** for non-completion or late completion of orders.

The maximum **We** will pay in respect of any one claim is GBP50,000.

### Alternative premises

The **Turnover** during the **Indemnity Period** will include any **Money** paid or payable to **You** during the **Indemnity Period** for goods sold or services provided elsewhere than at **The Premises**.

### Auditors and professional accountants

**We** will pay **Your** auditors and professional accountants charges with **Our** written consent for:

1. producing information **We** require for investigating any claim; and
2. confirming the information is in accordance with **Your** business books.

The maximum **We** will pay for any claim, including auditors and professional accountants' charges, is the sum insured as shown in **The Schedule**.

### Automatic reinstatement

The sums insured stated in **The Schedule** will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary.

However, **You** must pay the additional premium required to reinstate the sum insured.

## Extensions

The following extensions only apply to this section if stated in **The Schedule**.

### Act of a competent authority

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of prevention of access to **The Premises** by the Police Authority due to a danger or disturbance within one mile radius of **The Premises**.

However, **We** will not cover **You** for:

- a. any loss resulting directly or indirectly from any denial of access or hindrance in access to **Your Premises** caused by the occurrence of any disease or discovery of an organism which could cause a disease
- b. any interruption or interference lasting less than 12 hours.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

The provisions of any automatic reinstatement clause do not apply in respect of this extension.

## Contract sites

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a direct result of accidental **Damage** occurring during the **Period of Insurance** to property whilst at any site within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where **You** are carrying out a contract.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

## Denial of access

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to property within one mile radius of **The Premises** which:

1. hinders or prevents the use of **The Premises** or access to them;
2. causes a fall in the number of customers attracted to the vicinity of **The Premises**; whether **The Premises** used by **You** for the purpose of **The Business** is damaged or not.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

## Diseases, Murder, Suicide, Defective Sanitation and Food and/or Drink Poisoning

### Definitions

The following definitions apply to this extension only.

#### **Notifiable Disease**

The occurrence of any of the following diseases sustained by any person:

Acute Encephalitis	Meningococcal infections
Acute Poliomyelitis	Mumps
Anthrax	Paratyphoid fever
Chicken pox	Plague
Cholera	Rabies
Diphtheria	Rubella
Dysentery	Scarlet Fever
Legionellosis	Small pox
Leptospirosis	Tetanus
Legionnaires' Disease	Tuberculosis
Leprosy	Typhoid fever
Malaria	Viral hepatitis
Measles	Whooping Cough
	Yellow Fever

### **Notifiable Disease at The Premises**

1. **Food or Drink Poisoning** attributable to food or drink supplied from **The Premises**; or
2. **Notifiable Disease** occurring at **The Premises**.

### **Notifiable Disease in the Area**

1. **Food or Drink Poisoning**; or
2. **Notifiable Disease**

occurring within a radius of 5 miles of **The Premises**.

### **Harmful Organism**

The discovery of an organism at **The Premises** likely to result in the occurrence of **Food or Drink Poisoning** or a **Notifiable Disease**.

### **Vermin Pest and Defective Sanitation**

1. The discovery of vermin or pests; or
2. any accident causing defects in the drains or other sanitary arrangements, at **The Premises** which restricts the use of **The Premises** on the order or advice of the competent authority.

### **Murder or Suicide**

Any occurrence of **Murder or Suicide** at **The Premises**.

**Cover:** We will cover **You** in respect of loss resulting in interruption of or interference with **The Business** due to.

1. **Notifiable Disease at The Premises**;
2. **Harmful Organism**;
3. **Notifiable Disease in the Area**, which restricts the use of **The Premises** on the order or advice of the competent authority;
4. **Vermin Pest and Defective Sanitation**;
5. **Murder or Suicide**.

### **Maximum Indemnity Period**

For the purposes of this extension, the **Indemnity Period** means the period during which the results of **The Business** are affected in consequence of the occurrence, discovery or accident beginning:

- i in the case of 1, 2, 3 and 5 above, with the date of the occurrence or discovery (whichever occurs first), or
- ii in the case of 4 above, with the date from which local authority restrictions are applied to the **Premises**

and ending not later than three months thereafter.

### Maximum Amount Payable

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

The provisions of any automatic reinstatement clause do not apply in respect of this extension.

### Condition

The following condition applies to this extension.

If in relation to any claim arising from an occurrence of Legionellosis or Legionnaires Disease **You** have failed to fulfil the following condition, **You** will lose **Your** right to cover or payment for that claim.

At **The Premises You** must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-71 76-1 772-6 or any supplementary, replacement or amending Code of Practice.

### Exclusions to **Notifiable Disease, Murder, Suicide, Food or Drink Poisoning** extension

The following exclusions apply to **Notifiable Disease, Murder, Suicide, Food or Drink Poisoning** extension.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not cover **You** in respect of:

1. costs incurred in cleaning, repair, replacement, recall or checking of property;
2. loss arising from premises other than those directly limited to the occurrence, discovery or accident.

### Exhibition sites

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to property at any exhibition site in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man and whilst travelling between the specified territories, where **You** are exhibiting goods.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### Loss of Attraction

**We** will cover **You** in respect of accidental **Damage** to property occurring during the **Period of Insurance** within a radius of 1 mile of **The Premises** which directly results in a reduction in **Your Revenue** or **Rent Receivable** as insured by this section.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

**We** will not cover **You** for any interruption or interference lasting less than 12 consecutive hours.

**Our** liability under this extension for any one occurrence will not exceed £250,000 or the sum insured detailed on **The Schedule**, whichever is lower.

#### **Motor vehicle manufacturers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental damage occurring during the **Period of Insurance** to property at the premises of the motor vehicle manufacturers stated in **The Schedule**.

**Our** liability under this extension for any one occurrence will not exceed GBP50,000 unless otherwise specified in **The Schedule**.

#### **Motor vehicles**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to any motor vehicles belonging to **You** anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man but not in any premises **You** occupy.

**Our** liability under this extension for any one occurrence will not exceed GBP50,000 unless otherwise specified in **The Schedule**.

#### **National lottery win including essential Employees**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of the loss of an **Employee** from **Your** service as a result of:

1. the death of the **Employee**;
2. **Bodily Injury** which in the opinion of an independent medical officer will in all likelihood prevent the **Employee** from carrying out their usual employment or usual occupation for the remainder of their life caused solely and directly by violent, accidental, external and physical means not otherwise excluded by the terms of section 14 – Personal accident;
3. the **Employee** winning a prize on the national lottery, premium bonds or football pools providing their win exceeds GBP100,000

but excluding losses where the **Employee**;

- a. has been employed by **You** for a period of less than twelve months;
- b. has served notice or has been served notice of termination of their employment before the **Damage**;
- c. has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of the **Damage**.

The insurance by this cover will only apply for the period beginning with the death or permanent total disablement or lottery win, premium bond win or football pools win and lasting no longer than the following three months.

### **Patterns, moulds, templates**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to **Your** patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs including those for which **You** are responsible, while at any third party owned or operated building in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man of any:

1. machine makers;
2. engineers;
3. founders;
4. other metal workers.

**We** will not cover **You** in respect of **Damage** at:

1. any **Premises You** occupy; or
2. any **Premises You** partially occupy.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Property in transit**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to **Your** property while in transit by:

1. road;
2. rail;
3. inland waterway,

all in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man and travelling between the specified territories..

**We** will not cover **You** in respect of impact to or collision with the conveying:

1. road or rail vehicles;
2. waterborne craft.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Public utilities – electricity, gas and water (supply undertaking)**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Failure** occurring during the **Period of Insurance** of **Your** supply of electricity, gas or water at:

1. Any generating station or sub-station of **Your** electricity supplier;
2. Any land based premises of:
  - a. **Your** gas supplier; and
  - b. any natural gas producer directly linked to **Your** gas supplier.
3. Any water works or pumping station of **Your** water supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man; or
4. at the premises of any supply undertaking or as a result of **Damage** to any of their pipes, stopcocks, meters and cabling.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Public utilities – electricity (terminal ends)**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Failure** occurring during the **Period of Insurance** of **Your** supply of electricity at the terminal ends of **Your** suppliers feed to **The Premises**.

**We** will not cover **You** in respect of accidental **Failure**;

1. caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
2. caused by industrial action;
3. other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
4. lasting less than four hours.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Public utilities – gas (terminal ends)**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Failure** occurring during the **Period of Insurance** of **Your** supply of gas at the terminal ends of **Your** supplier's feed to **The Premises**.

**We** will not cover **You** in respect of accidental **Failure**:

1. caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
2. caused by industrial action;
3. other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
4. lasting less than four hours.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

#### **Public utilities – telecommunications (supply undertaking)**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Failure** occurring during the **Period of Insurance** of **Your** supply of electricity, gas or water at any land based premises of **Your** public telecommunications supplier, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

#### **Public utilities – telecommunications (terminal ends)**

**We** will cover **You** in respect of loss resulting from interruption of or interference with **The Business** due to accidental **Failure** occurring during the **Period of Insurance** of the public supply of the telecommunications services at the incoming line terminals or receivers at **The Premises**.

**We** will not cover **You** in respect of any accidental **Failure**:

1. caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
2. caused by industrial action;
3. caused by atmospheric or weather conditions but this will not exclude accidental **Failure** due to **Damage** to equipment caused by those conditions;
4. other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
5. caused by **Failure** of any satellite or mobile phone services;
6. loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunications authority;
7. loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority;
8. loss as a result of use of equipment by **You** which is incorrectly installed or incompatible with the telecommunications system;
9. loss as a result of the inability to access:
  - a. extranets; or
  - b. applications and any services over the internet.
10. lasting less than 24 consecutive hours.
11. caused by drought.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

#### **Public utilities – water (terminal ends)**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Failure** occurring during the **Period of Insurance** of **Your** supply of water at the terminal ends of **Your** suppliers feed to **The Premises**.

**We** will not cover **You** in respect of accidental **Failure**:

1. caused by the exercise of any supply authority's power to withdraw or restrict supply or services;
2. caused by industrial action;
3. caused by drought or other weather conditions unless equipment has been damaged;
4. other than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man;
5. lasting less than four hours.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Stored property**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to **Your** property whilst temporarily stored in any third party owned or operated building (excluding event, exhibition, trade show or conference venue within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man).

**We** will not cover **You** in respect of:

1. property stored in any **Premises You** occupy;
2. property stored in any **Premises You** partially occupy; or
3. property consisting of patterns, moulds, templates, jigs, dies, tools, plans, drawings and designs.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Specified customers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to the premises of **Your** customers stated in **The Schedule**.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Specified suppliers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to the premises of **Your** suppliers stated in **The Schedule**.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Unspecified Customers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to any of **Your** customers' premises within the United Kingdom, the Channel Islands, the Isle of Man, member countries of the European Union, Norway, Switzerland and Iceland.

**We** will not cover **You** in respect of **Damage** at any motor vehicle manufacturers.

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

### **Unspecified suppliers**

**We** will cover **You** in respect of loss resulting from interruption or interference with **The Business** as a result of accidental **Damage** occurring during the **Period of Insurance** to any of **Your** suppliers' premises within the United Kingdom, the Channel Islands, the Isle of Man, member countries of the European Union, Norway, Switzerland and Iceland.

**We** will not cover **You** in respect of **Damage** at any premises of:

- a. suppliers of electricity, gas, water or telecommunications services;
- b. motor vehicle manufacturers

**Our** liability under this extension for any one occurrence will not exceed the amount specified in **The Schedule**.

# Special extension – applicable to sections 1, 2 and 3

## Claims Preparation Costs

**We** will cover **You** in respect of the exceptional costs and expenses incurred by **You**, in preparing any details required by **Us** in respect of **Your** claim providing:

1. **We** have given **Our** written consent to the cost; and
2. those costs and expenses are not covered elsewhere,

limited to the terms and conditions specified under the claims condition at the front of the policy wording and subject to the following:

1. In respect of claims up to and including GBP500,000 **We** will pay 2.5% of the total claim cost.
2. Amounts between GBP500,000 and GBP1,000,000 **We** will pay 2% of the total claim costs.
3. Amounts above GBP1,000,000 **We** will pay 1.5% of the total claim costs.

**We** will not cover **You** for the cost of negotiation with **Us** or **Our** representatives.

The maximum **We** will pay is GBP25,000 in respect of any one claim.

## Loss reduction expenses and temporary repairs

**We** will cover **You** for the costs and expenses incurred by **You** in:

1. preventing or reducing losses in the event of imminent **Damage** which would have been insured under this policy;
2. reducing losses as a result of **Damage** insured under this policy;
3. undertaking temporary repairs upon or expediting the permanent repair or replacement of **Property Insured** that has suffered **Damage**.

Provided that in respect of 1 and 2:

1. the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if the costs and expenses were not incurred;
2. the costs and expenses incurred did avoid or mitigate the **Damage**;
3. **Our** liability will not exceed the amount of **Damage** avoided.

The maximum **We** will pay in respect of clauses 1, 2 and 3 of this extension is GBP25,000 in respect of any one claim.

# Section 4 – Money and assault

## Definitions

(Also refer to the General definitions at the front of this policy wording).

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

### ***Bodily Injury***

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

### ***Business Hours***

***Your*** normal working hours and any other period during which ***You*** or one of ***Your*** directors, principals or ***Employees***, entrusted with ***Money***, are on ***The Premises*** in connection with ***The Business***.

### ***Insured Person***

***You*** or ***Your*** directors, partners or ***Employees***

### ***Loss of Limbs or Sight***

Physical Injury which solely and directly results in:

1. loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg
2. total and irrecoverable loss of all sight in one or both eyes.

## Part A – Money

### Cover

1. ***We*** will cover ***You*** in respect of accidental ***Damage*** occurring during the ***Period of Insurance*** to ***Money***, up to the limit stated in ***The Schedule*** against each item, which belongs to ***You*** or ***You*** are responsible for in connection with ***The Business*** while:
  - a. in transit by ***You*** or ***Your Employees***;
  - b. in transit by a security company;
  - c. in ***The Premises*** outside ***Business Hours*** in locked safe noted in ***The Schedule***;
  - d. in any bank night safe;
  - e. at the home of an authorised person;
  - f. in ***The Premises*** outside ***Business Hours*** not in a locked safe or strongroom;
  - g. in ***The Premises*** during ***Business Hours***;
  - h. ***Money*** in vending machines;

2. The cost of replacement or repair following accidental **Damage** occurring during the **Period of Insurance** to any:
  - a. safe or strongroom;
  - b. case, bag or waistcoat used for carrying **Money**, following theft or attempted theft of **Money**.
3. Accidental **Damage** occurring during the **Period of Insurance** to clothing and personal belongings owned by **You, Your** directors, principals or any **Employee** following theft or attempted theft of **Money** involving violence or threat of violence. .

The maximum **We** will pay for any one person is GBP500.

## Exclusions – Part A – Money only

The exclusions below apply to Part A – **Money** of this section only.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not cover **You** in respect of:

1. loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or indirect loss of any kind;
2. loss due to the dishonesty of **You** or **Your** directors, principals or **Employees**:
  - a. not discovered within seven working days;
  - b. where a more specific insurance is in force, except for any amount in excess of that insurance;
3. loss of **Money** from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle;
4. loss or damage outside England, Wales and Scotland, Northern Ireland, the Channel Islands and the Isle of Man;
5. loss resulting from:
  - a. forgery;
  - b. fraudulent alteration or substitution;
  - c. fraudulent use of a computer or electronic transfer;
6. loss resulting from use of any form of payment which proves to be:
  - a. counterfeit;
  - b. false;
  - c. invalid;
  - d. uncollectable;
  - e. irrecoverable;for any reason;
7. loss of **Money** during transit by unregistered post.

## Conditions – Part A – *Money* only

The following conditions apply to Part A – *Money* of this section only.

(Also refer to the General conditions at the front of this policy wording).

### Records, key security and security devices

**We** may not pay any claim unless:

1. **You** keep a complete record of *Money* in a secure place other than in a safe or strongroom containing *Money*;
2. outside **Business Hours** the safe or strongroom will be kept locked and the keys removed from **The Premises** unless **The Premises** are occupied by **You**, **Your** directors, principals or authorised **Employees**, in which case the keys will be kept in a secure place away from any safe or strongroom;
3. whenever **The Premises** are closed for business or left unattended, all security devices to protect **The Premises** are properly fitted and put into full operation.

### *Money* in transit

If in relation to any claim for *Money* (other than described in Item 1 of **The Schedule**) in transit **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to cover or payment for that claim.

**You** must ensure that:

1. *Money* is accompanied by the following number of persons who must be either **You**, **Your** partners, directors or **Employees**;
  - over GBP4,000 up to GBP5,000 at least two persons together;
  - over GBP5,000 up to GBP8,000 at least three persons together;
  - over GBP8,000 up to GBP12,000 -at least four persons together;
  - over GBP12,000 as stated in **The Schedule**; and
2. private transport is used for amounts greater than GBP2,000 where the distance travelled exceeds half a mile; and
3. *Money* is not left unattended.

**Our** liability will not exceed the limits stated in **The Schedule**.

## Part B – Assault

### Cover

**We** will pay compensation to **You** for **Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of **The Business** and directly and independently of any other cause results in any of the following contingencies:

1. death;
2. **Loss of Limbs or Sight** occurring within 24 months of **Bodily Injury**;
3. total and permanent disablement other than **Loss of Limbs or Sight** which, after 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing any occupation;
4. temporary total disablement which, within 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing their normal occupation;
5. temporary partial disablement which, within 24 months of **Bodily Injury**, prevents the **Insured Person** from pursuing a substantial part of their normal occupation.

### Clauses – Part B – Assault only

The following clauses apply to Part B – Assault of this section only.

#### Amounts payable

1. **We** will pay for any one **Bodily Injury**:
  - a. the compensation stated in **The Schedule**;
  - b. temporary total disablement and temporary partial disablement compensation will be payable at four weekly intervals in arrears ;
  - c. compensation under contingencies 5. and 6. for a maximum of 24 months from the date that the disablement started;
2. compensation for contingencies 4 and 5 if being paid for the same **Bodily Injury** will end if **We** pay compensation under any of contingencies 1.-3;
3. insurance will end for the **Insured Person** if **We** pay compensation under any of contingencies 1.-3.

#### Medical evidence

1. **We** may require, at **Our** expense:
  - a. an **Insured Person** to undergo medical examinations; or
  - b. post mortem to be carried out.
2. **You** or **Your** legal representative will supply to **Us** , at **Your** expense any:
  - a. certificate;
  - b. information;
  - c. evidence.

in the format **We** require.

## Additional Conditions

The following additional conditions apply to this section only if stated in **The Schedule**. (Also refer to the General conditions at the front of this policy wording).

### CC053 - Intruder alarm system

For the purpose of this additional condition the following definitions apply:

#### **Intruder Alarm System**

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

#### **Protected Premises**

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

#### **Responsible Person**

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

#### **Keyholder**

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

If in relation to any claim for **Damage** caused by theft or attempted theft involving entry to or exit from **The Premises** by forcible and violent means **You** have failed to fulfil any of the following conditions **You** will lose **Your** right to cover or payment for that claim.

While **The Premises** are unattended **You** must ensure that:

1. **The Premises** are protected by an **Intruder Alarm System** and means of communication used to transmit signals from an **Intruder Alarm System** designed, installed and maintained as agreed by **Us**;
2. The **Protected Premises** must not be left without at least one **Responsible Person** in attendance:
  - a. unless the **Intruder Alarm System** is set in its entirety with all means of communication used to transmit signals in full operation;
  - b. if the police have withdrawn their response to alarm calls, unless **We** agree otherwise;
3. In the event of notification of any activation of the **Intruder Alarm System** or interruption of any of the means of communication during any period that the **Intruder Alarm System** is set, a **Keyholder** must attend **The Premises** as soon as reasonably possible, in order to confirm the security of **The Premises** and reset the **Intruder Alarm System** in its entirety. If the **Intruder Alarm System** cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a **Keyholder** must remain at **The Premises** unless **We** agree otherwise in writing;

4. **You** must advise **Us** as soon as possible, and in any event not later than 10:00am on **Our** next working day:
  - a. that police attendance in response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
  - b. of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - c. that the **Intruder Alarm System** and the means of communication used to transmit signals from an installation cannot be returned to or maintained in full working order and **You** must comply with any of **Our** subsequent requirements.
5. No alteration or substitution of:
  - a. any part of the **Intruder Alarm System**;
  - b. the structure of **The Premises** or changes to the layout of **The Premises** which would affect the effectiveness of the **Intruder Alarm System**;
  - c. the means of communication used to transmit signals from the **Intruder Alarm System**;
  - d. the procedures agreed with **Us** for police or any other response to any activation of the **Intruder Alarm System**;
  - e. the maintenance contract

will be made without **Our** written agreement.

6. **You** and each **Keyholder** must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the **Intruder Alarm System**. All keys and other setting/unsetting devices for the **Intruder Alarm System** must be removed from **The Premises** when they are left unattended;
7. The **Intruder Alarm System** will be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with a UKAS accredited installer;
8. **You** must appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the **Intruder Alarm System**, and with the police if they so require.

#### **CC054 - Security company contingency cover**

**We** will cover **You** in respect of loss of **Money** in the custody of the security company **You** have an agreement with if **You** are unable to recover the **Money** from the security company.

If in relation to any claim in respect of loss of **Money** in the custody or control of the security company that **You** have an agreement with, **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to cover or payment for that claim.

**You** must:

1. provide **Us** with a copy of the agreement between **You** and the security company;
2. obtain **Our** written agreement before any changes are made to the agreement;
3. comply with the terms of the agreement.

#### **CC055 - Visible evidence**

**We** will not cover **You** in respect of **Damage** by theft or attempted theft at **The Premises** unless there is visible evidence of entry into or exit from **The Premises** involving forcible and violent means.

# Section 5 – Book debts

## Definitions

(Also refer to the General definitions at the front of this policy wording).

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

### **Customers' Accounts**

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

### **Book Debts**

The total amount of the outstanding debit balances in customers credit accounts including hire purchase and credit sales accounts at the date of the **Damage** adjusted for bad debts.

## Cover

**We** will cover **You**, as detailed in the basis of settlement, in respect of loss following **You** being unable to trace or establish the **Book Debts** as a result of accidental **Damage** occurring during the **Period of Insurance** to **Your** books of account or other business books or records at **The Premises** or temporarily removed elsewhere.

### **Basis of settlement**

1. The insurance in respect of **Books Debts** is limited to the loss sustained by **You** directly due to the **Damage**.

**We** will pay:

- a. the difference between:
  - a. the **Book Debts**; and
  - b. the total of the amounts received or traced;
- b. the additional expenditure incurred with **Our** written consent in tracing and establishing customers' debit balances after the **Damage**.

If the sum insured by this item is less than the **Book Debts** the amount payable will be proportionately reduced.

1. If **We** require any information to verify a claim **Your** professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

**We** will pay **Your** professional accountants' charges for:

- a. producing information **We** require for investigating any claim; and
- b. confirming the information in accordance with **Your** business books.

The maximum **We** will pay for any claim, including professional accountants' fees, is the sum insured by this section.

## Exclusions

The following exclusions apply to section 5 – Book debts.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not cover **You** in respect of:

1. loss resulting from **Damage** caused by or happening through pressure waves caused by aircraft or other aerial devices;
2. loss resulting from **Pollution or Contamination** except:
  - a. loss resulting from **Damage** not otherwise excluded caused by:
    - i. **Pollution or Contamination** at **The Premises** which itself results from **Damage**
    - ii. **Damage** which itself results from **Pollution or Contamination**.

## Conditions

The following condition applies to section 5 – Book debts

(Also refer to the General conditions at the front of this policy wording).

### Property Cover

**We** will not cover **You** in respect of any **Damage** insured by this section unless there is in force at the time of the **Damage**, an insurance policy covering **Your** interest in the **Property Insured** at **The Premises** for the **Damage**; and payment has been made or liability admitted for **Damage** or payment would have been made or liability would have been admitted for **Damage** but for the exclusion of losses below a stated amount in that insurance policy.

This additional condition only applies to this section if stated in **The Schedule**.

### CC057 - Fire resisting storage

If in relation to any claim for **Damage** **You** have failed to fulfil the following condition, **You** may lose **Your** right to cover or payment for that claim.

**You** must ensure that all **Your** books of account or other business books or records in which **Your Customers' Accounts** are shown are kept in fire resisting safes or cabinets when not in use.

## Extensions

All of the following extensions apply to this section.

### Automatic reinstatement

The sum insured stated in **The Schedule** will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary.

However, **You** must pay the additional premium required to reinstate the sum insured.

### Temporary removal

**We** will cover **You** in respect of loss, as insured by this section, resulting from accidental **Damage** occurring during the **Period of Insurance** within England, Wales, Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to **Your** books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on **Your** behalf or whilst in transit but excluding **Damage** by theft from an unattended vehicle.

# Section 6 – Employers' liability

## Definitions

(Also refer to the General definitions at the front of this policy wording.)

The following definitions apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

### **Compensation**

Damages, including interest.

### **Costs and expenses**

1. Fees for **The Policyholder's** legal representation at:
  - a. any Coroner's inquest or Fatal Accident Inquiry;
  - b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
2. Costs and expenses incurred with **Our** written consent.
3. Any claimant's legal costs for which **The Policyholder** is legally liable in connection with any event which is or may be the subject of cover under this section.

### **The Defined Territories**

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

### **The Policyholder**

1. **You**;
2. **Your** personal representatives in respect of legal liability **You** incur.
3. At **Your** request:
  - a. any director, partner, or **Employee** of **Yours**;
  - b. the officers, committees and members of **Your**:
    - i. canteen, social, sports, educational and welfare organisations;
    - ii. first aid, fire, security and ambulance services in their respective capacities (but excluding any first aid provided by any qualified medical practitioner or nurse);
4. any **Principal** for whom **You** are carrying out a contract to the extent required by the contract conditions;
5. those who hire plant to **You** to the extent required by the hiring conditions,

or the personal representative of any of these persons in respect of legal liability for which **You** would have been entitled to cover if the claim had been made against **You**.

Each covered party will be limited to the terms of this policy so far as they apply.

The total amount which **We** will pay will not exceed **The Limit of Liability** regardless of the number of parties claiming to be covered.

### ***The Limit of Liability***

The maximum amount, stated in **The Schedule**, including **Costs and Expenses**, which **We** will pay up to in respect of any one claim or series of claims arising out of one cause.

### ***The Territorial Limits***

- a. Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- b. a country which is a member of the European Union but only in respect of temporary business carried out by **You** and any **Employee** normally resident in **The Defined Territories**;
- c. elsewhere in the world in respect of temporary business journeys by any person normally resident in **The Defined Territories** which do not involve manual labour or the supervision of manual labour.

## **Cover**

**We** will cover **The Policyholder** against:

- a. legal liability to pay **Compensation**; and
- b. **Costs and Expenses**,

in respect of accidental **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment by **You** in **The Business** within **The Territorial Limits**.

The maximum **We** will pay is **The Limit of Liability**.

## **Exclusions**

The following exclusions apply to section 6 – Employers' liability.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not provide cover in respect of:

1. work in or on and travel to, from or within any offshore:
  - a. accommodation, exploration, drilling or production rig or platform;
  - b. support vessel;
2. **Bodily Injury** sustained by any **Employee** when that person is:
  - a. carried in or upon a vehicle;
  - b. entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security;
3.
  - a. liquidated damages;
  - b. penalty clauses;
  - c. fines;

- d. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages (these are damages in excess of normal compensation aimed to punish **The Policyholder**);
4. **Damage** to any property or any loss or expense resulting or arising from, or any indirect loss or any legal liability caused or contributed to, by, or arising from **Terrorism** except for accidental injury sustained by any of **Your Employees** during the **Period of Insurance** and arising out of and in the course of their employment by **You** in **The Business** described in **The Schedule** and occasioned by or happening through or following **Terrorism** up to a maximum of GBP5,000,000 for **Compensation inclusive of Costs and Expenses** in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause (inclusive of Legal Costs and Solicitor's Fees) for which **You** are legally liable;
5. 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 of asbestos provided:
  - a. such activity does not form part of **The 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 **Your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

## Extensions

The following extensions apply to this section.

Additional activities of **The Business** include:

- a. ownership, use and upkeep of **The Premises**;
- b. upkeep of vehicles and plant which are owned and used by **You**;
- c. **Your** canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**;
- d. **Your** first aid, fire, security and ambulance service (but excluding any first aid provided by any qualified medical practitioner or nurse);
- e. **Your** participation in exhibitions;
- f. private work by any **Employee**, with **Your** written consent, for **You** or for any director, partner or **Employee** of **Yours**.

## Contractual liability

**We** will cover **The Policyholder** in respect of liability for **Bodily Injury** imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **Us**.

**We** will not provide cover in respect of any agreement for or including the performance of work outside **The Defined Territories**.

### **Cross liabilities**

**We** will cover each party named as **The Policyholder** in **The Schedule** as if a separate policy had been issued to each.

The total amount payable will not exceed **The Limit of Liability** regardless of the number of parties claiming to be covered.

### **Our right of recovery**

The cover granted by this section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Island or the Isle of Man. However, **You** will repay **Us** all sums **We** would not have been liable to pay but for the provisions of that law.

### **Payment for court attendance**

**We** will compensate **You** if, at **Our** request, **You**, any director, partner or **Employee** of **Yours**, is attending court as a witness in connection with a claim for which **The Policyholder** is entitled to cover.

The maximum **We** will pay for:

1. **You**, each director or partner is GBP500 per day;
2. each **Employee** is GBP250 per day.

### **Unsatisfied court judgements**

**We** will, at **Your** request, pay any **Employee** or their personal representative the amount of damages and costs awarded to the person as a result of a judgement which has been obtained for **Bodily Injury** against any company registered in or any individual domiciled in **The Defined Territories** and which remains unpaid six months after the date of the judgement.

Payment will only be made where:

1. the **Bodily Injury** was caused during any **Period of Insurance** to the **Employee** arising out of and in the course of employment by **You** in **The Business**;
2. there is no appeal outstanding to the judgement;
3. the **Employee**, or their personal representative, assigns the judgement debt to **Us**.

### **Corporate Manslaughter – Legal Defence Costs**

**We** will pay **Your Costs and Expenses** incurred in connection with:

- a. the defence of criminal proceedings brought against **You**
- b. an appeal against a conviction

in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- i. for the payment of fines or penalties
- ii. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- iii. for costs and expenses in connection with remedial orders or publicity orders
- iv. for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v. for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi. for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Section 7 – Public liability or Section 8 – Products liability
- vii. for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **You** and **Us**, the appeal is more likely to succeed than not
- viii. if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **You** also have a claim under any section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **Your Costs and Expenses** will be deducted from the total amount payable under this extension.

#### **Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- a. the defence of a prosecution
- b. an appeal against a conviction

for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:

- i. was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**
- ii. relates to the health, safety and welfare of an **Employee**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- a. for the payment of fines or penalties
- b. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- c. for costs and expenses in connection with remedial orders
- d. for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

- f. unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- g. if an indemnity is provided by any other insurance.

# Section 7 – Public liability

## Definitions

(Also refer to the General definitions at the front of this policy wording.)

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

### **Costs and Expenses**

1. Fees for **The Policyholder's** legal representation at:
  - a. any Coroner's Inquest or Fatal Accident Inquiry;
  - b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty;
2. Costs and expenses incurred with **Our** written consent;
3. Any claimant's legal costs for which **The Policyholder** is legally liable,

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

### **Damage**

Physical:

- a. loss;
- b. destruction;
- c. damage.

### **Financial Loss**

A pecuniary loss suffered by any:

- a. customer of; or
- b. user of any **Products Supplied** by

**The Policyholder** and not caused by **Personal Injury** or **Damage to Property**.

### **Personal Injury**

- a. **Bodily Injury**;
- b. wrongful:
  - a. arrest, detention or imprisonment;
  - b. eviction;
  - c. accusation of shoplifting.

### ***Products Supplied***

Anything which is:

- a. manufactured, sold, supplied, processed, altered or treated;
- b. repaired, serviced or tested;
- c. installed, constructed, erected or transported

by **You** or on **Your** behalf.

### ***Property***

Tangible property.

### ***The Defined Territories***

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

### ***The Employer***

The party named as the employer in the contract or agreement.

### ***The Limit of Indemnity***

1. The maximum amount, stated in **The Schedule**, which **We** will pay in respect of any one event or all events of a series consequent on or attributable to one original cause irrespective of the number of claims or claimants
2. **Costs and Expenses** are payable in addition to the limit of indemnity stated in **The Schedule** .

### ***The Policyholder***

1. **You**.
2. **Your** personal representatives in respect of legal liability **You** incur.
3. At **Your** request:
  - i. any director, partner or **Employee** of **Yours**;
  - ii. the officers, of **Your** committees and members of **Your** :
    - a. canteen, social, sports, educational and welfare organisations;
    - b. first aid, fire, security and ambulance services (but excluding any first aid provided by any qualified medical practitioner or nurse),in their respective capacities:
  - iii. any principal for whom **You** are carrying out a contract, to the extent required by the contract conditions;
  - iv. those who hire plant to **You** to the extent required by the hiring conditionsor the personal representatives of any of these persons in respect of legal liability for which **You** would have been entitled to cover if the claim had been made against **You**.

Each covered party will be limited to the terms of this section so far as they apply.

The total amount which **We** will pay will not exceed **The Limit of Liability** regardless of the number of parties claiming to be indemnified.

### **The Territorial Limits**

1. Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
2. A country which is a member of the European Union but only in respect of temporary business carried out by **You** and any **Employee** normally resident in **The Defined Territories**.
3. Elsewhere in the World in respect of temporary business journeys by any person normally resident in **The Defined Territories** which do not involve manual labour or the supervision of manual labour.

## Cover

**We** will cover **The Policyholder** against:

1. legal liability to pay **Compensation**; and
2. **Costs and Expenses**

in respect of accidental:

1. **Personal Injury**;
2. **Damage to Property**;
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water,

which arises in connection with **The Business** and which happens during the **Period of Insurance** and within **The Territorial Limits**.

The maximum **We** will pay is **The Limit of Indemnity**

## Exclusions

The following exclusions apply to section 7 – Public liability.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not provide cover in respect of:

1. **Personal Injury** to any **Employee** arising out of and in the course of employment by **You** in **The Business**;
2. the ownership, possession or use by or on behalf of **The Policyholder** of any:
  - a. aircraft, aerial device or hovercraft;
  - b. watercraft which are used on coastal and ocean waters;
  - c. motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than:
    - i. where described in the Motor Contingent Liability extension;
    - ii. the loading or unloading of any vehicle, trailer or plant where cover is not provided by another insurance policy;

3. **Damage to Property:**
  - a. which **You** own or is loaned, leased, hired or rented to **The Policyholder**;
  - b. which is held in trust or in the custody or control of:
    - i. **The Policyholder**;
    - ii. any other party who is carrying out work on **Your** behalf other than in the circumstances described in the Hired or Rented Premises extension or the **Employee's** and Visitor's Personal Belongings extension;
  - c. which must be insured under the terms of clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
4. **Damage** to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating **Products Supplied** (other than **Products Supplied** under a separate contract);
5. recalling or making refunds in respect **Products Supplied**;
6. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract or for which a fee would normally be charged;
7. the carrying out of any work or any **Products Supplied** which affects or could affect:
  - a. the navigation, propulsion or safety of any aircraft or other aerial device;
  - b. the safety or operation of nuclear installations;
8. **Pollution or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
  - a. All **Pollution or Contamination** which arises out of one incident will be deemed to have happened at the time the incident takes place;
  - b. **We** will not indemnify **You** against liability in respect of **Pollution or Contamination** happening anywhere in the United States or America or any territory within its jurisdiction or Canada
9. work on or in:
  - a. power stations or nuclear installations/establishments;
  - b. oil, gas or chemical;
    - i. refineries;
    - ii. bulk storage;
    - iii. production premises;
  - c. mainframe computers or rooms containing mainframe computers;
  - d. aircraft, airports, aerodromes, aerospace systems, control towers or hovercraft;
  - e. watercraft not in docks, harbours, boatyards or inland waterways;
  - f. watercraft in docks, harbours, boatyards or inland waterways involving the use of heat;
  - g. railways or airports;
  - h. mines or collieries;
  - i. dams or coffer dams;
  - j. tunnels or bridges or motorways or viaducts;
  - k. work underground or underwater unless specified in the business description on **The Schedule**;
  - l. shipbuilding, ship-repairing and ship-breaking other than yachts and similar vessels not exceeding twenty metres in hull length

10. 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 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 **Your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.
11. the **Excess** stated in **The Schedule**.

## Extensions

The following extensions apply to this section.

Additional activities of **The Business** include:

1. ownership, use and upkeep of **Your Premises**;
2. upkeep of vehicles and plant which are owned and used by **You**;
3. **Your** canteen, social, sports, educations and welfare organisations for the benefit of any **Employee**;
4. **Your** first aid, fire, security and ambulance services (but excluding any first aid provided by any qualified medical practitioner or nurse);
5. **Your** participation in exhibitions;
6. private work by any **Employee**, with **Your** written consent, for **You** or for any director, partner or **Employee**.

### Contractual liability

**We** will cover **The Policyholder** against liability in respect of accidental **Bodily Injury** or **Damage to Property** imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **Us**.

**We** will not provide cover in respect of any agreement for or including the performance of work outside **The Defined Territories**.

### Cross Liabilities

**We** will cover each party named as **The Policyholder** in **The Schedule** as if a separate policy had been issued to each. The total amount payable will not exceed **The Limit of Liability** regardless of the number of parties claiming to be covered.

### Data Protection

Following a breach of personal data (as defined in the law applicable) occurring during the **Period of Insurance** in the course of The Business, **We** will pay:

- a. the amount of compensation which **You** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- b. for defence costs and prosecution costs awarded against **You** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

provided that **You** are included in the register maintained by the Information Commissioner's Office (ICO) or the equivalent in the Channel Islands, or are in the process of registration and such registration has not been refused or withdrawn.

**We** will not be liable:

- i. for any deliberate act or omission by **You** or any director, partner or **Employee** from which **You** or they could have reasonably expected liability or costs to attach
- ii. for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iii. for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- iv. for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- v. for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vi. for the payment of fines or penalties
- vii. if an indemnity is provided by any other insurance.

For the purposes of this extension, General Exclusion- Electronic Risks will not apply.

### **Defective premises**

**We** will cover **The Policyholder** in respect of legal liability for accidental **Bodily Injury** or **Damage to Property** arising under:

1. Section 3 of the Defective Premises Act 1972;
2. Section 5 of the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001,

in connection with any premises which **You** previously owned or occupied for the purposes of **The Business**.

**We** will not provide cover in respect of the cost of rectifying any defect or alleged defect in the premises.

### **Employees' and visitors' personal belongings**

**We** will cover **The Policyholder** in respect of legal liability for accidental **Damage to Employees'** and visitors' vehicles and personal belongings which are in the custody or control of **The Policyholder**.

**We** will not provide cover where this **Property** is:

1. loaned, leased, hired or rented to **The Policyholder**;
2. stored for a fee or other consideration by **The Policyholder**;
3. in the custody or control of **The Policyholder** for the purposes of being worked upon.

#### **Hired or rented premises**

**We** will cover **The Policyholder** in respect of legal liability for accidental **Damage** to premises (including fixtures and fittings) within **The Defined Territories** which are hired, rented or loaned to **The Policyholder** in connection with **The Business**.

**We** will not provide cover in respect of:

1. the first GBP250 of **Compensation, Costs and Expenses** in respect of **Damage** caused other than by fire or explosion;
2. liability imposed on **The Policyholder** solely by reason of the terms of any hiring or renting agreement;
3. **Damage** caused by fire or any other **Insured event** against which any hiring or renting agreement specifies that insurance is taken out by **The Policyholder**.

#### **Motor contingent liability**

**We** will cover **You** in respect of **Your** legal liability for accidental **Bodily Injury** and **Damage** to **Property** which arises from any vehicle or trailer attached thereto which is:

1. a. not owned by **You**;
- b. not loaned, leased, hired or rented to **You** nor provided by **You**; and
2. being used in connection with **The Business** in **The Defined Territories**.

**We** will not provide cover:

1. in respect of **Damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer;
2. while the vehicle is being driven by:
  - a. **You**;
  - b. any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless the person has held and is not disqualified from holding or obtaining a licence;
3. where cover is provided by another insurance policy.

#### **Overseas personal liability**

**We** will cover **You** and, at **Your** request, any of **Your** directors, partners or **Employees** in respect of legal liability for accidental **Bodily Injury** or **Damage** to **Property** incurred in a personal capacity whilst the persons are temporarily outside **The Defined Territories** in connection with **The Business**.

**We** will also cover any accompanying spouse and children.

Where **You** are an individual, this indemnity will also apply to **Your** personal liability whilst away from **The Premises** in connection with **The Business** but within **The Defined Territories**.

**We** will not provide cover:

1. where liability arises from:
  - a. any agreement unless liability would have existed otherwise;
  - b. ownership or occupation of land or **Buildings**;
  - c. the carrying on of any trade or profession;
  - d. ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
2. where cover is provided by another insurance policy.

### **Payment for court attendance**

**We** will compensate **You** if, at **Our** request, **You**, any director, partner or **Employee** of **Yours**, is attending court as a witness in connection with a claim for which **The Policyholder** is entitled to indemnity.

The maximum **We** will pay for:

1. **You**, each director or partner is GBP500 per day;
2. each **Employee** is GBP250 per day.

### **Housing grants cover**

**We** will pay the amount of an award in relation to an occurrence where cover is provided under this section, made in respect of a construction dispute and resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the **Territorial Limits**.

**You** must comply with the following conditions or **We** may have the right to refuse to pay **Your** claim.

**You** must:

1. forward to **Us**, any notice of intention to refer a dispute to adjudication within 24 hours of receipt and within a further 48 hours provide full written details and/or any other applicable evidence in respect of the matter notified;
2. provide **Us** notice of any intention by **You** to issue a notice of intention to refer a dispute to adjudication;
3. not accept any award made by an adjudicator to a dispute as being final without **Our** agreement.

If any payment is made by **Us** under this extension it will not affect any of **Our** other rights under the conditions of **Your** policy.

### **Terrorism**

**We** will cover **You** in respect of all sums which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** for **Bodily Injury**, **Damage to Property** or obstruction, trespass, nuisance

or interference with any right of way, light, air or water and occasioned by or happening through or following **Terrorism** up to a maximum of GBP2,000,000 or any other amount specified in **The Schedule** in respect of public liability whichever is the lower, in respect of one occurrence or a series of occurrences consequent on or attributable to one source or original cause (inclusive of legal costs and solicitors fees).

### **Wrongful arrest**

**We** will cover **You** against all sums which **You** become legally liable to pay as compensation and **Costs and Expenses** for wrongful arrest, malicious prosecution, false imprisonment, defamation or assault of any person (other than an **Employee**) occurring during the **Period of Insurance** and arising out of any theft or suspicion of theft at **The Premises**.

### **Corporate Manslaughter – Legal Defence Costs**

**We** will pay **Your Costs and Expenses** incurred in connection with:

- a. the defence of criminal proceedings brought against **You**
- b. an appeal against a conviction

in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- i. for the payment of fines or penalties
- ii. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- iii. for costs and expenses in connection with remedial orders or publicity orders
- iv. for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v. for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi. for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Section 6 – Employers' liability or Section 8 - Products liability
- vii. for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **You** and **Us**, the appeal is more likely to succeed than not
- viii. if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **You** also have a claim under any section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **Your Costs and Expenses** will be deducted from the total amount payable under this extension.

### **Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- a. the defence of a prosecution

- b. an appeal against a conviction for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
  - i. was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**
  - ii. does not relate to the health, safety and welfare of an **Employee**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- a. for the payment of fines or penalties
- b. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- c. for costs and expenses in connection with remedial orders
- d. for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f. unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- g. if an indemnity is provided by any other insurance.

#### **Food Safety Act 1990 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- a. the defence of a prosecution
- b. an appeal against a conviction for a breach, or an investigation in connection with a breach, of Part II of the Food Safety Act 1990 as amended or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- i. for the payment of fines or penalties
- ii. for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- iii. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- iv. unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- v. if an indemnity is provided by any other insurance.

#### **Consumer Protection Act 1987 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- a. the defence of a prosecution

b. an appeal against a conviction for a breach, or an investigation in connection with a breach, of Part II of the Consumer Protection Act 1987 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- i. for the payment of fines or penalties
- ii. for costs and expenses in connection with a charge or an investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- iii. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- iv. unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- v. if an indemnity is provided by any other insurance.

## Section 8 - Products liability

(Also refer to the General definitions at the front of this policy wording.)

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

### Definitions

#### **Costs and Expenses**

1. Fees for **The Policyholder's** legal representation at:
  - a. any Coroner's Inquest or Fatal Accident Inquiry;
  - b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty;
2. Costs and expenses incurred with **Our** written consent;
3. Any claimant's legal costs for which **The Policyholder** is legally liable,

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

#### **Damage**

Physical:

1. loss;
2. destruction;
3. damage.

#### **Financial Loss**

A pecuniary loss suffered by any:

1. customer of; or
2. user of any **Products Supplied** by,

**The Policyholder** and not caused by **Personal Injury** or **Damage to Property**.

#### **Personal Injury**

1. **Bodily Injury**;
2. Wrongful:
  - a. arrest, detention or imprisonment;
  - b. eviction;
  - c. accusation of shoplifting.

### **Products Supplied**

Anything which is:

1. manufactured, sold, supplied, processed, altered or treated;
2. repaired, serviced or tested;
3. installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer in the custody or control of **The Policyholder**.

### **Property**

Tangible property.

### **The Defined Territories**

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

### **The Limit of Indemnity**

1. The maximum amount, stated in **The Schedule**, which **We** will pay in respect of any one **Period of Insurance**.
2. **Costs and Expenses** are payable in addition to the limit of indemnity

### **The Territorial Limits**

1. Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
2. elsewhere in the world in respect of any **Products Supplied** (other than those to **Your** knowledge sold supplied erected repaired altered treated or installed by **You** in or for delivery or use in the United States of America or any territory within its jurisdiction or Canada).

## **Cover**

**We** will cover **The Policyholder** against:

1. legal liability to pay **Compensation**; and
2. **Costs and Expenses**,

in respect of accidental:

1. **Personal Injury**;
2. **Damage to Property**,

which arises in connection with any **Products Supplied** and which happens during the **Period of Insurance** and within The **Territorial Limits**.

The maximum **We** will pay is **The Limit of Liability** and any **Costs and Expenses** are payable in addition.

## **Exclusions**

The following exclusions apply to this section.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not cover **You** against legal liability in respect of:

1. injury to any **Employee**;
2. loss of or damage to **Property** belonging to **You** held in trust by **You** or in **Your** custody or control or which is leased let rented hired or lent to **You**;
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **You** or for any resulting reduction in value;
4. the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled motor vehicles or mobile plant:
  - a. which is licenced for road use;
  - b. for which compulsory motor insurance or security is required;
  - c. which is more specifically insured,provided always that this exception will not apply in respect of:
  - i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from the vehicle;
  - ii. the authorised movement on **The Premises** of any mechanically propelled motor vehicle or mobile plant;
  - iii. the use of any mechanically propelled motor vehicles or mobile plant solely as a tool of trade,unless more specifically insured or unless compulsory motor insurance or security is required;
5. the ownership, possession or use by **You** or on **Your** behalf of any craft designed to travel through air or space, hovercraft or waterborne vessels other than hand propelled watercraft;
6. any advice, treatment, design, formula or specification provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged;
7. professional services rendered for which a fee is charged;
8. the **Excess** shown in **The Schedule** in respect of each and every claim for **Damage** to **Property**;
9. 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 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 **Your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

## Extensions

The following extensions apply to this section.

## Cross liabilities

**We** will cover each party named as **The Policyholder** in **The Schedule** as if a separate policy had been issued to each. The total amount payable will not exceed **The Limit of Liability** regardless of the number of parties claiming to be covered.

### **Financial Loss – Products liability**

**We** will cover **The Policyholder** in respect of legal liability for **Financial Loss** as a direct result of **Products Supplied**.

The maximum **We** will pay, including **Costs and Expenses**, in respect of all claims made against **The Policyholder** in any one **Period of Insurance** is GBP25,000.

This cover only applies to claims made against **The Policyholder** during the **Period of Insurance** within 30 days of its expiry.

**We** will not provide cover:

1. in respect of **Financial Loss** as a result of:
  - i. circumstances which, at inception of this Products liability section, **The Policyholder** knew or ought to have known about and which were likely to give rise to a claim;
  - ii. non or late delivery of **Products Supplied**;
  - iii. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood;
  - iv. passing of or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right;
  - v. liability under the Data Protection Act 1998 or any subsequent amending legislation;
  - vi. any diminution in value of any **Property** or **Products Supplied**;
  - vii. liability imposed on **The Policyholder** solely by reason of the terms of any contract conditions or agreement;
  - viii. any consequence caused by or contributed to or arising from:
    - a) the presence of;
    - b) the release of ,  
**Asbestos** including any product containing **Asbestos**.
2. for the first GBP250 of **Compensation, Costs and Expenses** in respect of each and every loss.

### **Payment for court attendance**

**We** will compensate **You** if, at **Our** request, **You**, any director, partner or **Employee** of **Yours**, is attending court as a witness in connection with a claim for which **The Policyholder** is entitled to cover.

The maximum **We** will pay for:

1. **You**, each director or partner is GBP500 per day;
2. each **Employee** is GBP250 per day.

### **Corporate Manslaughter – Legal Defence Costs**

**We** will pay **Your Costs and Expenses** incurred in connection with:

- a. the defence of criminal proceedings brought against **You**
- b. an appeal against a conviction

in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- i. for the payment of fines or penalties
- ii. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- iii. for costs and expenses in connection with remedial orders or publicity orders
- iv. for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- v. for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi. for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Section 6 – Employers' liability or Section 7 – Public liability
- vii. for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **You** and **Us**, the appeal is more likely to succeed than not
- viii. if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **You** also have a claim under any section of this policy arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **Your Costs and Expenses** will be deducted from the total amount payable under this extension.

### **Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- a. the defence of a prosecution
- b. an appeal against a conviction

for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:

- i. was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**
- ii. does not relate to the health, safety and welfare of an **Employee**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- a. for the payment of fines or penalties
- b. for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man

- c. for costs and expenses in connection with remedial orders
- d. for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- f. if an indemnity is provided by any other insurance.

#### **Food Safety Act 1990 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- c. the defence of a prosecution
- d. an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Food Safety Act 1990 as amended or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- vi. for the payment of fines or penalties
- vii. for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- viii. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- ix. unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- x. if an indemnity is provided by any other insurance.

#### **Consumer Protection Act 1987 – Legal Defence Costs**

**We** will cover **You** and, at **Your** request, any director, partner or **Employee** in respect of **Your Costs and Expenses** incurred in:

- c. the defence of a prosecution
- d. an appeal against a conviction

for a breach, or an investigation in connection with a breach, of Part II of the Consumer Protection Act 1987 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation was committed, or is alleged to have been committed, in the course of **The Business** during the **Period of Insurance**.

**We** will also pay for prosecution costs awarded against **You**.

**We** will not be liable:

- vi. for the payment of fines or penalties
- vii. for costs and expenses in connection with a charge or an investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations

- viii. for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- ix. unless each director, partner or **Employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this policy in so far as they can apply
- x. if an indemnity is provided by any other insurance.

# Section 9 – Equipment Breakdown

## Definitions

(Also refer to the General definitions at the front of this policy wording.)

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

### **Accident**

- 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. Loss or **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 on **Accident**.

### **Anchor Location**

A well-known third party business which is responsible, and which **Your** activities depend upon, for attracting customers to **The Premises**.

### **Breakdown**

**Damage** to an item of **Covered Equipment** resulting from the actual breaking, distortion or electrical burn-out of any part whilst in ordinary use at **The Premises** arising from defects in the item of **Covered Equipment** causing sudden stoppage of its function and requiring its repair or replacement but excluding **Damage** caused by fire or by any cause external to the **Covered Equipment**.

- a) fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative
- b) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- c) electronic derangement.

### ***Collapse***

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 and Electronic 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);
- c. software and programs licensed to **You** and installed on (a.);
- d. **Portable Computer Equipment**.

### ***Covered Equipment***

Equipment owned by **You** or for which **You** are responsible at **The Premises**:

- 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. which is **Computer and Electronic Equipment**

Excluding

- a. any supporting structure foundation masonry brickwork or cabinet
- b. any insulating or refractory material
- c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery carriage or equipment which is included but not the actual vehicle)
- d. self- propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **The Premises**) dragline excavation or construction equipment
- e. equipment manufactured by **You** for sale
- f. safety or protective devices due to their functioning
- g. tools dies cutting edges crushing surfaces trailing cables non -metallic linings driving belts or bands or any part requiring periodic renewal
- h. any electronic equipment (other than **Computer and Electronic Equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000

any manufacturing production or process equipment, being any machine or apparatus (other than boilers lifts fork lifts dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **You** and any equipment which exclusively serves such machinery or apparatus, including linked **Computer and Electronic Equipment**

- i. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- j. any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer and Electronic Equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **Your** property or for which **You** are responsible)
- k. any biomass or biogas installation, being 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
- l. any hydroelectric installation being 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, hydroelectric installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

### **Electronic Derangement**

The malfunction of the **Computer and Electronic 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 component 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**

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.

### ***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
- f. smartphones

### ***Service Provider***

Means a business that **You** hire under a written contract to perform services on **Your** behalf in connection with **The Business**.

### ***Transit***

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

## **Cover**

**We** will cover **You** for direct physical loss or **Damage** and any specified business interruption for an **Accident** to **Covered Equipment** at **The Premises**

The maximum **We** will pay under this Section is:

- a. £500,000 for any one **Accident** to **Computer and Electronic Equipment**
- b. £5,000 for any one **Accident** to **Portable Computer Equipment**

subject to a maximum of £5,000,000 for any one **Accident**.

This cover will apply only where the Material damage, Business all risks and Business interruption Sections of this policy are operative.

## **Basis of Settlement**

As described in the Material damage, Business all risks and Business interruption sections of this policy.

## Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

The following extensions of cover apply to loss or **Damage** caused by or resulting from an **Accident** to **Covered Equipment**

**Our** liability for the extensions shall be £5,000,000 unless there is a sub limit shown in the extension.

### (a) Away from Premises

**We** shall provide cover for direct physical loss or **Damage** and any specified business interruption from an **Accident** to **Covered Equipment**

- i. during **Transit** anywhere within the **Territorial Limits**
- ii. whilst temporarily removed from **The Premises** to anywhere within the **Territorial Limits**
  1. as long as the **Covered Equipment** remains under **Your** control, or
  2. if it is removed for the purpose of repair, replacement, restoration, service or modification
- iii. for **Portable Computer Equipment** at any location or in **Transit** anywhere in the world.

### (b) Hazardous Substances

**We** shall be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a hazardous substance being any substance other than ammonia that has been declared to be hazardous to health by a governmental agency, including any additional expenses incurred to clean up or dispose of such property.

**Our** liability shall not exceed £10,000 any one **Accident** in respect of such additional costs.

### (c) Reinstatement of Data and Computer Increased Costs of Working

**We** shall be liable for the following costs incurred in consequence of an **Accident** to or **Electronic Derangement** of **Computer and Electronic Equipment**, including such loss or **Damage** which occurs at **Your Service Provider's** premises.

#### (i) Reinstatement of Data

Costs incurred in reinstating **Data** lost or damaged.

**Our** liability shall not exceed £50,000 any one **Accident**.

Provided that

- (1) liability is limited solely to the cost of reinstating **Data** onto **Data Storage Materials**
- (2) **We** shall not be liable for loss of or **Damage** to software.

(ii) **Computer Increased Costs of Working**

Reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations.

**Our** liability shall not exceed £50,000 any one **Accident** in respect of such additional costs.

(d) **Business Interruption**

Provided that the Business interruption section of this policy is operative **We** shall be liable for financial loss caused by or resulting from an **Accident** to **Covered Equipment**, including such loss or **Damage** which occurs at **Your Service Provider's** premises.

**Our** liability in any one **Period of Insurance** shall not exceed £100,000 under this extension.

**We** shall not be liable under this extension for any loss resulting from Extension (k) – Damage to Own Surrounding Property.

(e) **Anchor Location**

Provided that the Business interruption section of this policy is operative **We** shall be liable for financial loss caused by or resulting from an **Accident** to property at an **Anchor Location**.

Provided that

- (i) the property at the **Anchor Location** is of a similar type and function to the **Covered Equipment** that is the subject of this section.
- (ii) the **Anchor Location** has been open for business for at least six months prior to the **Accident** and is located within one mile of **The Premises**.

**Our** liability in any one **Period of Insurance** shall not exceed £50,000 under this extension.

(f) **Public Authorities/Law or Ordinance**

If an **Accident** to **Covered Equipment** damages a building that is covered under this policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **Accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **We** shall be liable for the following additional costs to comply with such ordinance or law:

- (i) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts.

- (ii) **Your** actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

**We** shall not be liable for:

- (1) any fine
- (2) any liability to a third party
- (3) any increase in loss due to a hazardous substance (other than as specifically insured under Extension (b) Hazardous Substances)
- (4) increased construction costs until the building is actually repaired or replaced.

This extension is within and does not increase the limit of liability shown in **The Schedule**.

**(g) Public Relations Costs**

In the event of financial loss and with **Our** prior written agreement **We** will pay the cost for the services of a professional public relations firm to assist **You** in creating and disseminating communications to:

- (i) the media
- (ii) the public
- (iii) **Your** customers and clients.

**(h) Expediting Expenses**

With respect to damaged **Covered Equipment We** shall be liable for the extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

**Our** liability shall not exceed £20,000 any one **Accident** under this extension.

**(i) Hire of Substitute Item**

If **Covered Equipment** is damaged as a result of an **Accident We** shall be liable for the cost of hire charges actually incurred by **You** 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.

**Our** liability shall not exceed £10,000 any one **Accident** under this extension.

**(j) Storage Tanks and Loss of Contents**

The insurance under this Section extends to include **Damage** caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at **The Premises**.

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

- (i) escape of contents – leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
- (ii) 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.

**Our** liability shall not exceed £10,000 any one **Accident** under this extension.

**(k) Damage to Own Surrounding Property**

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

**Our** liability shall not exceed £2,000,000 any one **Accident** under this extension.

**(l) Additional Access Costs**

Provided that the Business interruption section of this policy is operative **We** 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**.

**Our** liability shall not exceed £20,000 any one **Accident** under this extension.

**(m) Debris Removal**

**We** shall be liable under this extension for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**.

**Our** liability shall not exceed £25,000 any one **Accident** under this extension.

**(n) Repair Costs Investigation**

With **Our** prior written agreement **We** 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**.

**We** shall not be liable under this extension for fees incurred in preparing a claim.

(o) **Energy Efficiency Improvements**

With **Our** prior written agreement **We** will pay the additional cost to replace the damaged **Covered Equipment** following an **Accident** with similar equipment that is better for the environment, safer and more efficient than the **Covered Equipment** being replaced.

**Our** liability shall not exceed 25% of the new replacement cost of the damaged **Covered Equipment** or £25,000 whichever is less.

## Exclusions

**We** will not cover **You** in respect of:

(a) loss or **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

(b) for loss or **Damage** to **Data** or **Data Storage Materials** of any kind caused by:

(i) programming error or programming limitation

(ii) computer virus

(iii) introduction of malicious code

(iv) loss of **Data** (other than as specifically provided for under Extension (c) (i) Reinstatement of Data)

(v) loss of access

(vi) loss of use

(vii) loss of functionality

(c) for loss or **Damage** caused by:

(i) depletion deterioration corrosion erosion **Wear and Tear** or other gradually developing conditions

(ii) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance

but if loss or **Damage** from an **Accident** results **We** will be liable for that resulting loss or **Damage**

(d) for loss or **Damage** recoverable under any maintenance agreement or any warranty or guarantee

(e) for any claim, cost or loss caused by or resulting from **Your** commercial decision to stop trading, or the decision of a **Service Provider** to stop or reduce trade with **You** or restrict services.

## Conditions

### (a) Precautions

**You** shall exercise due diligence in:

- (i) complying with any statute or order
- (ii) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking practical precautions to prevent loss or **Damage**.

**We** shall have no liability under the policy, if **You** fail to comply with these precautions unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### (b) Back Up Records

**You** must back up original **Data** at least every 7 days.

If a **Service Provider** processes or stores **Data** for **You**, **You** 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.

**You** must take precautions to make sure that all **Data** is stored safely.

**We** shall have no liability under the policy, if **You** fail to comply with these precautions unless **You** show that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** fail to keep to this condition, **We** may still pay a claim if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

# Section 10 - Deterioration of stock

## Definitions

(Also refer to the General definitions at the front of this policy wording.)

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

### **Breakdown**

1. Mechanical or electrical failure of any part of the **Refrigerating Plant** requiring repair or replacement before it can resume working.
2. Sudden and unforeseen internal explosion causing **Damage to Refrigerating Plant**.
3. **Damage** by frost to the condenser, cylinder, compressor and any water jackets if the **Damage** renders the **Refrigerating Plant** inoperative.

### **Refrigerating Plant**

All working parts, frames and bedplates including motor compressors, pumps, condensers, evaporators, valves, piping, automatic controls, thermostats and wiring all forming part of the refrigerating unit.

## Cover

**We** will cover **You** in respect of **Damage** to foodstuffs which belong to **You** or are held by **You** in trust or on commission for which **You** are responsible whilst contained:

1. in the **Refrigerating Plant** detailed in **The Schedule**; and
2. elsewhere in **The Premises** which, but for the occurrence of an incident covered by this section, would have been placed in **Your Refrigerating Plant** by deterioration, contamination or putrefaction caused by or arising from:
  - a. rise or fall in temperature as a result of:
    - i. **Breakdown** or inherent defect in the **Refrigerating Plant**;
    - ii. non-operation of the thermostatic or automatic controlling devices forming part of the **Refrigerating Plant**;
    - iii. accidental **Failure** of the supply of electricity;
    - iv. accidental **Damage** to the **Refrigerating Plant**;
  - b. accidental leakage of refrigerant or refrigerant fumes from the **Refrigerating Plant**.

## Exclusions

1. **We** will not cover loss resulting from:
  - a. any interruption to the supply of electricity which does not exceed sixty consecutive minutes;
  - b. any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any authority of its power to withhold or restrict supply;
  - c. wear and tear, deterioration or gradually developing flaws or defects, partial fractures in the **Refrigerating Plant** or incorrect setting of thermostats and automatic controls;
  - d. the **Refrigerating Plant** itself;
  - e. the **Failure** of flanged, screwed or flat joints of any description.
2. **We** will not cover 10% of each and every loss (minimum GBP100) in the event of **Damage** involving **Refrigerating Plant** over 5 years old at the time of **Damage**.

## Condition

### Maintenance

On the expiry of any guarantee period, **You** must:

1. effect a maintenance contract on any of the **Refrigerating Plant** which does not have hermetically sealed motors and compressors;
2. maintain the maintenance contract throughout the currency of this insurance; and
3. keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a claim or possible claim under this section, **We** will not be liable for further **Damage** relating to the defective **Refrigerating Plant** until it has been repaired to **Our** satisfaction.

# Section 11 – Goods in transit

## Definitions

(Also refer to the General definitions at the front of this policy wording).

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

### ***Means of Transit***

As stated in ***The Schedule***.

### ***Personal Effects***

Personal possessions excluding ***Money***, watches and jewellery.

### ***Property Insured***

Property connected with ***The Business*** owned by ***You*** or for which ***You*** are responsible.

### ***Tools***

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

### ***Vehicle***

Any motor vehicle and/or trailer and/or container which ***You*** own or operate or for which ***You*** are responsible.

## Cover

***We*** will cover ***You*** in respect of:

1. ***Damage***
  - a. to ***Property Insured*** whilst in transit in or on any vehicle including:
    - i. loading and unloading;
    - ii. whilst temporarily stored during transit.

The maximum ***We*** will pay in respect of any one occurrence is the limit of liability as stated in ***The Schedule***.

- b. To ***You*** own sheets, ropes, chains, toggles or packing materials while carried on any ***Vehicle***.

**We** will replace sheets as new if **You** prove that these were not more than one year old at the time of the **Damage**.

- c. To **You** or **Your** drivers' **Personal Effects** in, or from, any **Vehicle**.

The maximum **We** will pay in respect of any one person for any one occurrence is GBP500.

**We** will not cover **You** or **Your** driver for **Damage** to any item insured by any other insurance policy.

- d. To **Tools** in or from any **Vehicle** whilst temporarily stored during transit.

The maximum **We** will pay in respect of any one occurrence is the **Tools** limit of liability as stated in **The Schedule**.

## 2. Debris Removal

Costs and expenses incurred by **You** with **Our** written consent:

- a. in removing debris;
- b. in site clearance;
- c. for transhipment and recovery charges following collision, overturning or impact of any **Vehicle** with any object;
- d. to reduce or prevent claims,

in the **Territorial Limits** in connection with **The Business**.

The maximum **We** will pay in respect of any one occurrence is GBP10,000.

## Exclusions

The following exclusions apply to this section.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not provide cover in respect of:

1. **Damage** caused by:
  - i. defective or inadequate packing, insulation or labelling;
  - ii. evaporation or ordinary leakage;
  - iii. vermin, wear, tear, gradual deterioration or contamination;
  - iv. an existing or hidden defect;
  - v. delay;
  - vi. inadequate documentation;
  - vii. indirect loss;
  - viii. mechanical, electrical, electronic, electro magnetic, disturbance in order, arrangement or functioning.

However, **We** will cover **You** if damage is caused by external means;

2. shortage in weight;
3. **Damage** caused by deterioration or variation in temperature.

However, **We** will cover **You** if **Damage** is caused as a result of any **Vehicle** being directly involved in a road traffic accident.

4. **Damage** arising from riot, civil commotion, labour or political disturbances.
5. **Damage**:
  - a. occurring outside the **Territorial Limits**;
  - b. not connected with **The Business**.
6. **Damage** to:
  - a. audio and visual equipment;
  - b. clocks and watches;
  - c. computer hardware and software;
  - d. explosives;
  - e. furs and curios;
  - f. gold and silver articles;
  - g. jewellery and precious stones;
  - h. living creatures;
  - i. **Money** and bullion;
  - j. non-ferrous metals;
  - k. rare books and works of art;
  - l. tobaccos, cigars and cigarettes;
  - m. wines and spirits.

However, **We** will cover **You** in respect of **Damage** to property if the property is specifically stated as insured in **The Schedule** and the **Damage** is not otherwise excluded.

7. **Damage** caused by theft or attempted theft of the **Property Insured** and/or **Tools** or **Personal Effects** from any unattended **Vehicle** being any **Vehicle** with no person in charge, or keeping the **Vehicle** under observation, and able to observe or prevent any attempt by any person to interfere with the **Vehicle**.

However, **We** will cover **You** if **You** have ensured that:

- a. all doors, windows and other points of access have been locked where locks have been fitted; and
  - b. all manufacturers' security devices have been put into effect; and
  - c. the keys have been removed from any unattended vehicle; and
  - d. unattached trailers have anti-hitching devices fitted and they are put into effect.
8. **Damage** to **Tools** or **Personal Effects**, while temporarily stored during transit for periods exceeding thirty consecutive days;
  9. Property in transit for hire or reward;
  10. The **Excess** as stated in **The Schedule**.

## Additional Exclusions

The following exclusions only apply to this section if stated in **The Schedule**.

### CC058 - Overnight theft exclusion – Vehicles in the open

We will not cover **Damage** resulting from theft or attempted theft from any unattended **Vehicle** during the hours from 9pm until collected by **Your** driver unless the **Vehicle** is garaged in a securely locked

building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

#### **CC059 - Overnight theft exclusion – Vehicles in buildings**

We will not cover **Damage** resulting from theft or attempted theft from any unattended **Vehicle** during the hours from 9pm until collected by **Your** driver unless the **Vehicle** is garaged in a securely locked building of substantial construction.

#### **CC060 - Unattended Vehicle theft exclusion**

We will not cover **Damage** resulting from theft or attempted theft from any unattended **Vehicle**.

#### **CC061 - Alarm clause – Vehicles**

We will not cover **Damage** resulting from theft or attempted theft from any unattended **Vehicle** unless the alarm system approved by **Us** is:

1. put into operation and all alarm keys removed; and
2. maintained in accordance with the terms and conditions of the installing company's agreement.

## **Conditions**

The following conditions apply to this section.

(Also refer to the General conditions at the front of this policy wording).

#### **Automatic reinstatement**

**The** limit of liability stated in **The Schedule** will not be reduced by the amount of any claim unless **We** give **You** or **You** give **Us** written notice to the contrary.

**You** must pay the additional premium needed to reinstate the limit of liability.

#### **Reasonable care**

If in relation to any claim, **You** have failed to comply with any of the following conditions, **You** may lose **Your** right to cover, or payment for that claim.

**You** must:

1. only employ reliable and competent drivers and take all reasonable measures to:
  - a) prevent **Damage**;
  - b) secure loads properly;
  - c) maintain any **Vehicle** in accordance with current law;
  - d) ensure any **Vehicle** is suitable for the purpose for which it is to be used;
2. allow **Us** access to examine any **Vehicle** which **You** operate or **The Premises** from which **You** operate.

### **Substitution of *Vehicles***

Where ***Vehicles*** are individually specified in ***The Schedule***, ***We*** will insure, limited to the limit of liability, and any other terms and conditions applicable to the original ***Vehicle***, the ***Property Insured*** whilst in or on any other vehicle:

1. temporarily substituted for the specified ***Vehicle*** whilst the vehicle is out of use for maintenance, repair or official vehicle testing;
2. permanently substituted for the specified ***Vehicle*** provided that ***You*** inform ***Us*** in writing within 21 days of the substitution.

# Section 12 – Fidelity guarantee

## Definitions

(Also refer to the General definitions at the front of this wording).

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

### **Cheque**

Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.

### **Cheque Fraud**

Any act of **Forgery** or fraudulent alteration of, on or in any **Cheque** made or drawn by **You** against an account **You** hold with a financial institution located within the **Territorial Limits** to pay a specified third party or purporting to have been made or drawn as set out above.

### **Computer Fraud**

The intentional taking of **Insured Property** by fraudulent use of computer hardware, systems, software or program operated by **You**.

### **Discovery Period**

The period within 24 months of the act.

### **Electronic Instructions**

Messages or instructions issued from a terminal or computer on **The Premises** to a bank or financial institution at which **You** hold an account directing them to make a payment for a fixed amount from **Your** account to the account of a third party.

### **Employee**

1. A **Member of Staff**;
2. Any person while working under **Your** control in connection with **The Business** who is:
  - a. under a work experience or training scheme;
  - b. working exclusively for **You** and for no other party under a contract for services as a consultant having previously been employed by **You**;
  - c. supplied to **You** by any agency furnishing temporary personnel on a temporary or contingent basis.
3. Any person included in 1. or 2. above for a period not exceeding thirty days immediately following the termination of the person's services.

### ***Facsimile Instructions***

Instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which **You** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from **Your** account to the account of a third party.

### ***Forgery/Fraud***

The signing of the name of one person by another person with the intent to deceive but not

1. the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or
2. genuinely signed instruments which are false as to contents.

### ***Funds Transfer Fraud***

***Electronic Instructions, Facsimile Instructions, Telephone Instructions or Written Instructions*** which purport to have been sent, issued, given or transmitted by **You** but were in fact fraudulently sent, issued, given or transmitted by someone else without **Your** knowledge or written consent.

### ***Improper Gain***

Improper financial benefit:

1. to the **Employee**; or
2. to any other person or organisation intended by that **Employee** to receive the benefit.

Salaries, commission, fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits.

### ***In Collusion***

Where two or more people are involved or implicated together or where they assist each other materially.

### ***Inadvertent Breach***

Any **Failure** by an **Employee** to comply with any part of **Your Procedures** which was without **Your** knowledge or written consent or the knowledge or written consent of any of **Your Principals** or other officers but only if **You** can conclusively demonstrate that **You**;

1. had communicated the relevant **Procedures** in writing to all **Employees** in **Roles With Responsibility**; and
2. instructed all **Employees** in **Roles With Responsibility** of their duty to comply with and ensure compliance with **Your Procedures**.

### **Insured Party**

1. **You**
2. other entities as specified in the clause titled 'Other parties'
3. any other entity named in **The Schedule**

### **Insured Property**

**Money** or other property:

1. belonging to **You**; or
2. owned by another for which **You**;
  - a. have taken physical control; and
  - b. are legally responsible.

### **Member of Staff**

Any person under a full time, part time or temporary contract of service or apprenticeship with **You** in the ordinary course of **The Business** and whom **You** remunerate by salary, wages or commissions and have the right to govern and direct in the performance of any service.

### **One Claim**

All loss or losses caused by an **Employee** or any other person or in which the **Employee** or other person is acting **In Collusion** either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss.

### **Principal**

Any person who is an owner, partner, director or trustee who is not also a **Member of Staff** in some other capacity.

### **Procedures**

**The Controls** and **References Procedures**.

### **Reference Date**

The earlier of:

1. the commencement date of the **Section Period**; or
2. the commencement date of any previous section, policy or cover issued by **Us** and in respect of which extension CC087 - Interlocking clause, is in force.

## **References**

Written or fully documented verbal references obtained directly from 1. to 4. below in respect of **Members of Staff** engaged on or after the **Reference Date** and for the period of 2 years immediately preceding the commencement of employment of the **Member of Staff** with **You**.

1. Previous employers in respect of any period(s) of employment confirming the dates and honesty of the **Member of Staff**.

Where the previous employer is no longer trading we will accept confirmation of the dates of employment from the administrator, liquidator or equivalent as a reference.

If this is unavailable we will accept a copy of some form of independent evidence of the dates of employment (e.g. payslips, P60) which may be received directly from the **Member of Staff**. Where the previous employer is HM Forces **We** will accept as a reference a copy taken by **You** of the original discharge papers received from the **Member of Staff** showing the dates of service.

2. The accountant or solicitor or a professional person with relevant knowledge in respect of any period(s) of self-employment confirming the dates and honesty of the **Member of Staff**,
3. The school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the **Member of Staff**,
4. The Job Centre or equivalent in respect of any period(s) of unemployment of the **Member of Staff** including confirmation of the dates.

## **References Procedures**

**Your** procedures to obtain **References**.

## **Role with Responsibility**

Any role to which any of the following applies:

1. that involves handling **Money**, payments, orders, statements of account or **Stock**;
2. that involves having update and amendment access to accounting and **Stock** recording systems;
3. in **Your** accounts, information technology, information systems or computer departments;
4. with a supervisory, management or directorial content.

## **Role without Responsibility**

Any role which is not a **Role with Responsibility**.

### **Satisfactory References**

For a **Reference** to be satisfactory:

1. **You** must obtain it directly from the referee unless stated to the contrary in this section;
2. **You** must specifically request from any previous employer confirmation of the honesty of the **Member of Staff** and should follow up any reference if honesty is ignored in the response. If, in the original response or in the follow up, the referee states that, in general, they do not provide references in respect of former **Employees** **We** will consider the response to be a **Reference** for the purposes of this section provided that the refusal to comment on honesty is not obviously particular to the individual and the **Reference** confirms the period of employment involved.

For **References** in respect of a particular **Member of Staff** to be satisfactory:

1. in total they should cover at least the period of 2 years immediately preceding the commencement of employment of the **Member of Staff** with **You**. If extension CC087, Interlocking clause, applies the period involved will be as specified in the previous insurance;
2. The maximum acceptable period between two consecutive **References** without a further **Reference** for the gap should be 28 days. If you cannot obtain a **Reference** for any period **You** must obtain evidence of what the **Member of Staff** was doing which must not indicate dishonesty;
3. Where a new **Member of Staff** is returning to work after an extended period **You** should obtain a personal **Reference** from a person, unrelated to the **Member of Staff**. The **Reference** should confirm that the referee is not related, the period involved, any other circumstances and the honesty of the **Member of Staff**.

### **Section Period**

In respect of the cover or any applicable extension, the entire period during which the cover or extension remains in force, from its inception to its **Termination Date** irrespective of the number of years or **Period of Insurance** involved.

### **Subsidiary Company**

Any company or other entity which **You** own more than fifty per-cent of and over which **You** retain management control.

### **Telephone Instructions**

Person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which **You** hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from **Your** account to the account of a third party.

### **Termination Date**

The date upon which cover ceases under this section or in respect of any part of the cover the earlier date upon which cover ceases for that part.

### **The Controls**

#### **1. Audit**

Independent professional accountants, or auditors must examine your accounts, and those of each **Subsidiary Company** and other **Insured Party**, at least every twelve months.

#### **2. Cheque issue**

In respect of this item of **The Controls** the definition of **Cheque** is extended to include other instruments for the operation of **Your** bank accounts:

- a. **Cheques** will only be signed after they have been fully completed;
- b. Unless signed by a **Principal** all manually prepared **Cheques** with a value over GBP5,000 will be signed by at least two authorised signatories;
- c. If **Cheques** are prepared and signed by computer or machine:
  - i. dual control will be exercised over the operation;
  - ii. at least one further manual signature will be applied where the value of the **Cheque** exceeds GBP25,000;
  - iii. supporting documentation will be examined and authorised before signing by computer or machine.

All signatories, including **Principals**, will examine the supporting documentation against the **Cheque** before signing.

#### **3. Wage-roll**

The cost of the payroll will be examined at least quarterly by someone other than the **Employee** responsible or by a **Principal** to check that the total amount drawn is correct and that there are no past or fictitious **Employees** included.

#### **4. Money received and banking**

- a. Any **Employee** who receives or collects **Money** and/or **Cheques** in the course of their duties away from **The Premises** will be required to remit them to **You** at least every week.
- b. All **Money** and **Cheques** received by **Employees** at **The Premises**, including that remitted in a. above, will be banked at least twice every week.

#### **5. Debtors**

- a. Where **You** allow credit, statements of account will be issued at least monthly. If the issue of statements involves any **Employees** who receive payments then all accounts including

all suppressed and suspense accounts will be reviewed by a **Principal** or by someone other than the **Employees** responsible at least quarterly.

- b. Management action will be taken before an account becomes three months overdue.

## 6. Reconciliation

All cash book entries will be checked by a **Principal** or by someone other than the **Employees** responsible at least monthly against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented **Cheques**.

## 7. Cash balances, floats and petty cash

The amount of cash balances, floats and petty cash will be laid down and will be limited to a physical check against supporting documents by a **Principal** or by someone other than the **Employees** responsible at least every month.

## 8. Stock control

All **Stock**, including any raw materials and work in progress, must have at least an annual physical check against verified **Stock** records by a **Principal** or by someone other than the **Employees** responsible.

## 9. Purchases

In respect of purchases with a value of over GBP1,000, of machinery, equipment, goods, materials, services, contracts and sub-contracts, at least two **Employees** must perform the following three stages

- a. Order
- b. certificate receipt or completion
- c. authorise payment.

No individual **Employee** should have authority to conduct all 3 tasks

## 10. Computer security

- a. All update and amendment access to computer systems and programs containing accounting, **Stock** and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days.
- b. If **You** allow dial-up, internet or other external access to **Your** computer systems **You** will protect them with firewalls and anti-virus software which **You** will update regularly.

## 11. Fund transfer controls

- a. Written instructions to transfer funds will be signed in accordance with the **Cheque** issue limits and procedures above.
- b. In respect of funds transfers involving **Electronic Instructions**:

- i. at least dual control will be imposed to ensure that no one **Employee** can complete a funds transfer payment from beginning to end;
  - ii. all **Employees** involved will require unique passwords to access the terminal, computer or system. Passwords will be chosen by and confidential to the user and will be changed at least every 30 days;
  - iii. password resets will be carried out by an **Employee** who does not have access to or other involvement in the funds transfer process.
- c. In respect of all **Telephone Instructions** and **Facsimile Instructions** the bank or financial institution will be instructed to telephone a **Principal** or **Employee** other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid before transferring the funds.
  - d. In all cases the banks will be required to confirm funds transfers in writing within 24 hours of the transfer. The confirmation should be checked against the source documentation within 48 hours of receipt and independently of any **Employee** involved in the payment process.
  - e. **You** will comply with all process and security controls agreed with the bank or other financial institution, through which **Your** transfers are made.

### Written Instructions

Original written instructions signed in accordance with **Your** appropriate bank mandate issued to a bank or financial institution at which **You** hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from **Your** account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

### Cover

**We** will cover **You** in respect of:

1. loss of **Insured Property** which **You**:
  - a. sustain during the **Period of Insurance**; and
  - b. discover before the expiry of the **Discovery Period**.solely and directly as a result of one or more acts or acts of fraud or dishonesty committed by an **Employee** alone or acting **In Collusion** with the intent to obtain **Improper Gain** and cause **You** to sustain the loss;
2. investigation costs, solely to substantiate the amount of any claim **You** make, which are incurred with **Our** written consent, including professional fees, but not salaries, wages or any similar expenditure;
3. the cost of reinstatement of electronic **Data** with **Our** written consent if the **Data** was destroyed, erased or stolen as part of a loss sustained under clause 1.

The maximum amount **We** will pay in the event of a claim is shown under the **Our** liability clause.

The amount of any payment will be determined in accordance with the basis of settlement clause.

## Basis of settlement

**We** will not pay more than:

1. the lesser of:
  - a. the market value of securities on the business day immediately preceding the day on which the loss is discovered;
  - b. the cost of replacing the securities;
2. the equivalent in UK currency (currently pounds sterling) of any other currency calculated at the rate of exchange applicable on the date of settlement. All payments will be in the currency normally used by **Us** in respect of **Our** business in the UK;
3. the cost of labour for the transcription or copying of electronic **Data**, which **You** will provide, in order to reinstate the **Data**;
4. in respect of loss of other **Insured Property** the lesser of:
  - a. the value at the date of the loss;
  - b. the cost of repairing or replacing **The Policyholders** property with property of a similar quality and value.

## Exclusions

The following exclusions apply in addition to the General exclusions.

**We** will not cover **You** in respect of:

1. the **Excess**;
2. loss caused by any **Employee** or in which any **Employee** is acting **In Collusion**:
  - a. who **You** do not have the right to supervise and direct;
  - b. subsequent to **Your** discovery of actual or suspected dishonesty by that **Employee**;
  - c. whose normal place of employment or service is outside the **Territorial Limits**;
  - d. who **You** are unable to identify by name;
  - e. who at the time of the loss legally or beneficially controls more than 5% of **Your** share or other capital.
3. loss:
  - a. caused by any **Principal** or in which any **Principal** is acting **In Collusion**;
  - b. sustained outside the **Territorial Limits**;
  - c. the proof of which is dependent upon an inventory calculation or profit and loss calculation alone;
  - d. of a consequential nature including but not limited to loss of potential income interest and dividends and additional expenditure based on incorrect figures and reports;
  - e. sustained as a result of or involving actual or threatened extortion;
  - f. sustained by any associated company or joint venture unless specified in **The Schedule**;
4. penalties and fines;
5. malicious damage including computer viruses, worms, Trojan horses and the information, trade secrets, confidential processing methods, intellectual property or other confidential information of any kind;
6. loss resulting from or in connection with any automatic teller or cash-point machine at any of **The Premises** or for which **You** have any responsibility;
7. any loss or consequence resulting from or in connection with any of the following regardless of any other contributory cause or event:

- a. **Terrorism**;
- b. any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**.

In any action, suit or other proceedings, where **We** allege that by reason of **Our** definition of **Terrorism** any consequence resulting from or in connection with a. and/or b. above regardless of any other contributory cause or event is not covered by this policy, the burden of proving that any consequence resulting from or in connection with a. and/or b. above regardless of any other contributory cause or event is covered will be upon **You**.

## Clauses

The following clauses apply to this section and any extension applicable.

### **Our liability**

1. **Our** maximum liability in respect of one claim, including any investigation fees and any costs of reinstatement of **Data**, is the limit of liability shown in **The Schedule**;
2. **Our** liability applies in excess of the total amount of all **Excesses** applicable to any claim;
3. **Our** maximum liability in respect of Cover Item 2. investigation costs, is 10% (one tenth) of the total payment otherwise agreed under a claim. The maximum **We** will pay is GBP50,000.

### **Non-accumulation of liability**

1. **Our** maximum liability in respect of any one claim will be the limit of liability applicable to that claim no matter how many **Periods of Insurance** are involved. **Our** liability will not be cumulative across different **Periods of Insurance**.
2. If this section replaces any section, policy, insurance, cover or bond and/or is replaced by any section, policy, insurance, cover or bond:
  - a. the maximum liability of all insurers involved in respect of one claim will be the limit applicable to that claim no matter how many **Periods of Insurance** or insurers are involved. The liability of all insurers will not be cumulative across different **Periods of Insurance** or from insurer to insurer;
  - b. insured losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest loss sustained is paid first and then losses will be settled in date order until the limit applicable to the claim is reached.

### **Application of the Excess**

1. The **Excess** will apply to each claim under this section;
2. if any claim for losses that would have formed one claim under this section, had it been in force for the entire period of the losses, is partly recoverable under this section and partly recoverable under any previous insurance and the previous insurance contains an **Excess** the **Excess** applicable under this section will be reduced by the amount of the **Excess** applied to losses under the previous insurance, but only if:
  - a. payment has been made or agreed under the previous insurance;
  - b. the reduction will not exceed the amount of the **Excess** under this section.

For example: if a previous insurance has applied a £100 **Excess** to the losses recoverable under that insurance and the **Excess** applicable to this section is £250, we will reduce the **Excess** applied under this section to £150.

### Changes to limit of liability and **Excess**

Any increase or reduction in either the limit or The **Excess** will apply to all losses sustained after the effective date of the increase or reduction.

The date of any reduction in the limit will be the **Termination Date** in respect of the amount by which the limit of is reduced.

### References for **Members of Staff**

1. **You** will be required to produce **Satisfactory References** for all **Members of Staff** involved in any loss whose employment with **You** commenced on or after the **Reference Date**.
2. If, in the event of a claim, you are unable to produce **Satisfactory References** for a **Member of Staff** or every **Member of Staff** acting **In Collusion** Our maximum liability will be the lowest of:
  - a. Ten per-cent (one tenth) of the limit shown in **The Schedule**;
  - b. ten per-cent (one tenth) of any lower limit applicable to the claim;
  - c. GBP50,000.
3. If after 2 years' employment with **You** in a **Role Without Responsibility** a **Member Of Staff** is transferred or promoted to a **Role With Responsibility** paragraph 2 of the **References** for members of staff clause will not apply and **You** will have the benefit of the limit otherwise applicable in respect of that **Member of Staff**, but only if:
  - i. **You** were not aware of any dishonest act by that **Member of Staff** at any time before the transfer or promotion; and
  - ii. any **References** obtained at the time of employment are produced in the event of a claim and did not contain any evidence or indication of dishonesty.If in the event of a claim losses are discovered that predate the promotion or transfer, paragraph 2 will apply in respect of any losses.
4. If **You** did not obtain a **Reference** when **You** first employed a **Member of Staff** **We** will allow **You** to obtain them in respect of any **Member of Staff** after the discovery of a loss but only if **You** can conclusively demonstrate that:
  - a. **Your Failure** to obtain **References** was an **Inadvertent Breach**; and
  - b. **You** would normally have obtained **References** for a **Member of Staff** in this type of role or at a similar level of responsibility; and
  - c. The reference is satisfactory.

### Compliance with **The Controls**

1. **We** will not be liable to pay any claim if **You** have not complied with and operated any one or more of **The Controls** which are material to any part of that claim unless **You** can conclusively demonstrate that this non-compliance was an **Inadvertent Breach** of **The Controls**.
2. If **We** pay or agree to pay any claim or part of any claim where **You** did not comply with or operate **The Controls** the amount of the **Excess** applicable to that claim will be increased by GBP5,000.

## Other parties

**You** will be covered under this section against loss sustained by any:

1. **Subsidiary Company** but only if it complies with all other terms and conditions of this section and policy and is listed in **The Schedule**. (**You** will not be covered for any **Subsidiary Company** not listed in **The Schedule**.)

The **Employees** of any **Subsidiary Company** will be deemed to be **Your Employee** and **You** will be responsible for ensuring compliance with all terms and conditions.

2. Pension fund for which **You** are the sponsoring employer but only:
  - a. if the fund complies with all other terms and conditions of this section and policy; and
  - b. in respect of losses sustained as a result of the act or acts of **Your Employees** while working in connection with the fund and either under **Your** control or under the control of the trustees.

For clarity all parties covered under this section are a single insured and the party listed first in **The Schedule** will act for all **Insured parties** including Pension funds covered under paragraph 2 above.

## Section replaces previous cover with **Us**

If this section replaces any previous section, policy or cover issued by **Us**

1. the cover given by this section will be in continuation of and not in addition to the cover given by the previous section, policy or cover.
2. Provided extension CC087 - Interlocking clause, is applicable under this policy all cover given to **You** by the previous section, policy or cover is cancelled, including any period for the discovery of claims and the Interlocking clause under this section will apply in respect of all losses discovered on or after the commencement date of the **Section Period**.

## This section replaced by cover with **Us**

If this section is replaced by a section, policy or cover issued by **Us** to which an Interlocking clause or similar applies, the **Discovery Period** under this section will not apply and all cover given to **You** will be under the replacement section, policy or cover for all losses discovered on or after the date of replacement.

## Multiple **Insured Parties** involved

**Our** aggregate liability for loss or losses sustained by one or more **Insured Party** will not exceed the amount for which **We** would be liable if all losses had been sustained by one of them.

**We** will not cover loss sustained by one or more **Insured Party** to the advantage of any other **Insured Party**.

## Recoveries

If any amounts are recovered they will be distributed first to cover the costs of recovery then to **You** for the amount of **Your** Loss in excess of the limit of cover then to **Us** for the amount paid under the claim and then to **You** for the amount of the **Excess**.

## Employees' property

All **Money**, wages, salaries, bonds, deposits and other property in **Your** possession belonging to or owing to or in respect of an **Employee** who is the subject of a claim, including any amounts already recovered in respect of the claim must be deducted from the amount of **Your** claim.

## Claims procedure

1. Paragraph 1 of policy condition – Other insurances will not apply to losses sustained under this section.
2. **You** must submit your claim in writing and **We** will not be liable unless **You** additionally include the following information for all **Employees** involved or whom **You** accuse of involvement in any loss whether acting alone or acting **In Collusion**:
  - a. include the name and address of every **Employee**; and
  - b. include all **References** obtained in respect of every **Member of Staff**, and
  - c. make available to **Us** for inspection the personnel or human resources file of every **Employee**

## Extensions

The following extensions only apply if stated in **The Schedule**.

### CC085 - Third party computer and Funds Transfer Fraud

**We** will cover **You** in respect of loss of **Insured Property**, which **You**:

1. sustain after the effective date of this extension and during the **Section Period**; and
2. discover before the expiry of the **Discovery Period**,

solely and directly as a result of **Computer Fraud** or **Funds Transfer Fraud**.

### Clauses applicable to extension CC085

The following clauses apply to this extension in addition to the policy and section clauses and conditions.

#### **Our liability - aggregate**

The total aggregate amount **We** will pay in respect of all losses or claims first discovered within any **Period of Insurance** will not exceed the limit of liability.

The **Discovery Period** will form part of the final **Period of Insurance**, immediately preceding the **Termination Date**, solely for the purposes of calculating the aggregate limit of liability to apply.

#### **Minimum Excess**

The **Excess** applicable to each claim under extension CC085 will be the higher of The **Excess** shown in **The Schedule** or GBP5,000.

#### **Exclusions to extension CC085**

The following exclusions apply to this extension in addition to the policy and section exclusions.

**We** will not cover **You** in respect of:

1. loss caused by any **Employee** or **Principal** alone or in which any **Employee** or **Principal** is acting **In Collusion**;
2. loss caused by any contractor or agent or other third party alone or acting **In Collusion** granted access to computer hardware, systems, software or program operated by **You**;
3. loss of computer time or use.

#### **CC086 - Cheque Fraud**

**We** will cover **You** in respect of:

1. loss which you:
  - a. sustain after the effective date of this extension and during the **Period of Insurance**; and
  - b. discover before the expiry of the **Discovery Period** solely and directly as a result of **Cheque Fraud**;
2. reasonable legal fees, costs and expenses incurred by **You** with **Our** written consent in defence of any proceedings brought to enforce payment as a result of **Your** refusal to pay or honour any **Cheque** on the basis that it is **Forged** or fraudulently altered.

#### **Clauses to extension CC086**

The following clauses apply to the extension in addition to the policy and section clauses:

1. **Our liability - aggregate**

The total aggregate amount **We** will pay in respect of all losses or claims first discovered within any **Period of Insurance** will not exceed the limit of indemnity.

The **Discovery Period** will form part of the final **Period of Insurance**, immediately preceding the **Termination Date**, solely for the purposes of calculating the aggregate limit to apply.
2. **Minimum Excess**

The **Excess** applicable to each claim under this extension will be the higher of the **Excess** shown in **The Schedule** or GBP5,000.
3. **Facsimile signatures**

Mechanically reproduced facsimile signatures will be treated exactly as if they were hand-written signatures.

### Exclusions to extension CC086

The following exclusion applies to this extension in addition to the policy and section exclusions.

**We** will not cover **You** in respect of loss caused by any **Employee** or **Principal** alone or in which any **Employee** or **Principal** is acting **In Collusion**.

### CC087 - Interlocking clause (cover for losses before inception)

**We** will cover **You** in respect of loss sustained before the commencement of the **Period of Insurance**.

### Clauses to extension CC087

The following clauses apply to this extension in addition to the policy and section clauses and conditions.

1. **Cover applicable**

**We** will only be liable for the lesser amount that would have been recoverable under:

- a. any previous insurance for which this section is issued in substitution with all its terms, conditions and limitations as they applied at the date of the loss; or
- b. this section with all its terms, conditions and limitations as they apply at the date of discovery of the loss had it been in force at the date of the loss.

2. **Previous wording**

**We** will not be liable under this extension unless **You** are able to produce full details of the previous insurance including a copy of the policy wording and schedules and evidence of all checks, controls, minimum standards, system of checks and supervision or similar applicable at the time of any loss.

3. **Our maximum liability**

If losses forming **One Claim** occur during the periods of both the previous insurance and this section the maximum amount payable will be **Our** limit of liability.

4. **Application of Excess**

The amount **You** must bear in respect of any claim under this extension will be the higher of the **Excess** shown in **The Schedule** or any excess or similar deduction for the first part of any claim or loss under the previous insurance.

5. **Period for discovery in previous insurance**

**We** will only be liable under this extension if the loss is discovered after the expiry of any period allowed for discovery under the previous insurance.

6. **References**

In respect of a **Member of Staff** whose employment with **You** began before the commencement of the **Period of Insurance**:

- a. **You** will produce to us all references you were required to obtain under the previous insurance in force when the employment began; and
- b. if under the previous insurance **You** are only required to retain **References** for a period of time the **Reference Date** will be that date which is the period of time before the commencement date of the **Section Period**.

7. **Continuous cover**

**We** will only be liable under this extension if the insurance for which this section is issued in substitution remained continuously in force from the date of any act, event or occurrence that resulted in the loss until the commencement of the **Section Period**.

## Section 13 – Legal expenses

The Company has arranged for legal expenses insurance to be provided under this policy via DAS Legal Expenses Insurance Company Limited. This section is only operative where stated in **The Schedule**. As cover under this section is provided by DAS Legal Expenses Insurance Company Limited, not by **Us**, this section contains its own definitions, exclusions and conditions. These take precedence over any definitions, exclusions and conditions in any other section of this policy unless otherwise stated.

### Definitions

#### **Appointed Representative**

The **Preferred Law Firm**, law firm, **Tax Consultancy**, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

#### **Business**

As shown in **The Schedule**.

#### **Business Premises**

As shown in **The Schedule**.

#### **Costs and Expenses**

1. All reasonable and necessary costs chargeable by the appointed representative and agreed by **Us** in accordance with the DAS Standard Terms of Appointment.
2. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

#### **Countries Covered**

1. For insured incidents Legal defence (excluding 5 Statutory notice appeals and 7 Disciplinary hearings), and Personal injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

#### **DAS Standard Terms of Appointment**

The terms and conditions (including the amount **We** will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an Appointed Representative the amount is currently £100 per hour. This amount may vary from time to time.

### ***Date of Occurrence***

1. For civil cases (other than under insured incident **Tax Protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.).
2. For criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.
3. For insured incident **Statutory Licence Appeal**, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.
4. For insured incident **Tax Protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry.  
For **VAT** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance**.
5. For insured incident Legal defence 5 Statutory notice appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.

### ***Employer Compliance Dispute***

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### ***Identity Theft***

The theft or unauthorised use of **Your** personal identification which has resulted in the unlawful use of **Your** identity.

### ***Insured Person***

**You** and the directors, partners, managers, employees and any other individuals declared to **Us** by **You**.

### ***Period of Insurance***

The period for which **We** have agreed to cover the **Insured Person**.

### ***Preferred Law Firm or Tax Consultancy***

A law firm, barristers' chambers or tax expert **We** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### **Reasonable Prospects**

1. For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm or Tax Consultancy** on **Our** behalf, will assess whether there are reasonable prospects.
2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

### **Tax Enquiry**

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

1. includes a request to examine any aspect of **Your** (and at **Your** request **Your** directors and partners) books and records; or
2. advises of a check of **Your** (and at **Your** request **Your** directors and partners) whole tax return.

### **VAT Dispute**

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **You, Your**

The business that has taken out this policy (shown as the Insured in the policy schedule).

## **Cover – our agreement**

This section of the Policy, the policy schedule and any endorsement will be considered as one document. **We** agree to provide the insurance described in this policy for the **Insured Person** in respect of any insured incident arising in connection with the **Business** shown in **The Schedule**, in return for payment of the premium and limited to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **Reasonable Prospects** exist for the duration of the claim;
2. the **Date of Occurrence** of the insured incident is during the **Period of Insurance**; or
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - a. the previous legal expenses insurance policy required **You** to report claims during its currency;
  - b. **You** could not have notified a claim previously as **You** could not have reasonably been aware of the insured incident;

- c. cover has been continuously maintained in force;
  - d. **We** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy;
  - e. the available limit will be limited to the lesser of the sums payable under this or **Your** previous legal expenses policy;
4. any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**; and
  5. the insured incident happens within the **Countries Covered**.

#### What **We** will pay

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

1. The most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is GBP500,000;
2. The most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently GBP100 per hour. This amount may vary from time to time;
3. In respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist;
4. For an enforcement of judgment to recover money and interest due to **You** after a successful claim under this section of the policy, **We** must agree that **Reasonable Prospects** exist;
5. Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award; and
6. In respect of legal defence 6 jury service and court attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount the court pays.

#### What **We** will not pay

1. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm or Tax Consultancy**, **You** will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by **Us**;
2. The total of the employment compensation awards payable by **Us** will not exceed GBP1,000,000 in any one **Period of Insurance**;
3. The first GBP500 of any contract dispute claim where the amount in dispute exceeds GBP5,000 (including VAT). If **You** are a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

## Employment disputes and compensation awards

### 1. Employment disputes

#### What is covered

**Costs and Expenses** to defend **Your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal;
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) contact by ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- d) in legal proceedings in respect of any dispute relating to:
  - i. a contract of employment with **You**; or
  - ii. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### What is not covered

A claim relating to the following:

- a) unless equivalent legal expenses insurance was in force immediately before:
  - i. any dispute where the originating cause of action arises within the first 90 days of the start of this policy
  - ii. any redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy.
- b) damages for personal injury or loss of or damage to property.

### 2. Compensation awards

**We** will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **Your** statutory duties under employment legislation

in respect of a claim **We** have accepted under insured incident 1 employment disputes and compensation awards.

**Provided that:**

- a) In cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
  - i. followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or

- iii. sought and followed advice from **Our** legal advice service (0344 893 9012).
- b) For an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute (telephone number above).
- c) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** claims department before starting any redundancy process or procedure with **Your** employees (telephone number 0117 934 2183).
- d) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total of compensation awards payable by **Us** is GBP1,000,000 in any one **Period of Insurance**. Please see What **We** will not pay 2.

#### What is not covered

- a) Any compensation award relating to the following:
  - i. trade union activities, trade union membership or non-membership;
  - ii. pregnancy or maternity rights, paternity, parental or adoption rights;
  - iii. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - iv. statutory rights in relation to trustees of occupational pension schemes.
- b) Non-payment of money due under a contract of employment or a statutory provision.
- c) Any award ordered because **You** have failed to provide relevant records to employees under National Minimum Wage legislation.
- d) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- e) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

### 3. Employee civil legal defence

Costs and expenses to defend the **Insured Person's** (other than **Your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a) under legislation for unlawful discrimination; or
- b) as trustee of a pension fund set up for the benefit of your employees.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

### 4. Service occupancy

**Costs and Expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **You** are responsible.

## What is not covered

Any claim relating to defending **Your** legal rights other than defending a counter-claim.

### 5. Covenants in restraint of trade

**Costs and Expenses** pursue a civil action against an **Employee** or **Ex-Employee** where they are in breach, or are about to be in breach, of a covenant which restricts them:

- a) from providing services to or soliciting **Your** customers; or
- b) enticing other **Employees** to leave **Your** employment.

#### Provided that:

- a) the restrictive covenant(s) is expressly incorporated within the **Employee's** or **Ex-Employee's** contract of employment with **You**
- b) the **Employee** or **Ex-Employee** has signed their contract of employment
- c) the restrictive covenant does not exceed 12 months
- d) **You** have not breached the **Employee's** or **Ex-Employee's** contract of employment.

## What is not covered

A claim relating to the following:

- a) any dispute where the **Date of Occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- b) any claim relating to a restrictive covenant applying to an **Employee** or **Ex-Employee** transferred the **Business** under the Transfer of Undertakings Regulations (TUPE)
- c) defending **Our** legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

## Legal defence

**Costs and Expenses** to defend the **Insured Person's** legal rights:

### 1. Criminal pre-proceedings cover

Before the issue of legal proceedings, when dealing with the police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **Insured Person** has or may have committed a criminal offence.

### 2. Criminal prosecution defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in **The Schedule**. Please see **Our** agreement.

### 3. Data Protection

If civil action is taken against the **Insured Person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by.

- a) An individual. We will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.

Please note that we will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 3a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by us.

Please note we will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section Exclusions 3.

#### What is not covered

A claim related to the following:

- a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

Please note this exclusion applies to section 3 of the Legal Defence cover.

### 4. Wrongful arrest

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

### 5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Business**.

#### What is not covered

- a) An appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration.
- b) a Statutory Notice issued by an **Insured Person's** regulatory or governing body.

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## 6. Jury service and court attendance

An **Insured Person's** absence from work:

- a) to perform jury service;
- b) to attend any court or tribunal at the request of the appointed representative.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

## 7. Disciplinary hearings

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority:

**Provided that:**

- a) For claims relating to the Health and Safety at Work etc. Act 1974 the countries covered will be any place where the act applies;
- b) **You** request **Us** to provide cover for the **Insured Person**.

## Statutory licence appeal

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel your licence, mandatory registration or British Standard Certificate of Registration.

### What is not covered

A claim relating to the following:

1. Assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration;
2. the ownership, driving or use of a motor vehicle.

## Contract disputes

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds GBP500 (including VAT). If the amount in dispute exceeds GBP5,000 (including VAT), **You** will be responsible for the first GBP500 of costs and expenses in each and every claim; if **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their

appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed GBP500 (including VAT);
3. if the dispute relates to money owed to **You**, a claim under this section of the policy is made within 90 days of the money becoming due and payable.

### What is not covered

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the **Date of Occurrence** is within the first 90 days of the cover provided by the policy
2.
  - a) the settlement payable under an insurance policy (**We** will cover a dispute if your insurer refuses **Your** claim, but not for a dispute over the amount of the claim)
  - b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings; However, we will cover a dispute with a professional adviser in connection with these matters;
  - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action;
  - d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles;
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **You**;
4. A dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services; or
  - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
6. The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

### Property protection

A civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

1. any event which causes physical damage to material property; or
2. a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.

### What is not covered

A claim relating to the following:

1. a contract **You** have entered into;
2. goods in transit or goods lent or hired out;
3. for the purpose of installations or use in work to be carried out by **You**;
4. mining subsidence;
5. defending **Your** legal rights but **We** will cover defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles);
7. the enforcement of a covenant by or against **You**.

## Personal injury

At **Your** request, **We** will pay costs and expenses for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

### What is not covered

A claim relating to the following:

1. any illness or bodily injury that happens gradually;
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
3. defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim;
4. clinical negligence.

## Debt recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a. the debt exceeds GBP500 (including VAT);
- b. a claim is made within 90 days of the money becoming due and payable;
- c. **We** have the right to select the method of enforcement or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

### What is not covered

A claim relating to the following:

1. a. the settlement payable under an insurance policy;
- b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
- c. a loan, mortgage, pension, guarantee or any other financial product and choses in action;
- d. a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles.
2. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.

3. The recovery of money and interest due from another party where the other party indicates that a defence exists.
4. Any dispute which arises from debts **You** have purchased from a third party.

## Tax protection

1. A tax enquiry.
2. An employer compliance dispute.
3. A VAT dispute.

Provided that:

**You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business** shown in **The Schedule**. Please see our agreement at the front of this section.

### What is not covered

1. Any claim relating to tax avoidance schemes;
2. Any failure to register for Value Added Tax or Pay As You Earn;
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
4. Any claim relating to import or excise duties and import VAT;
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Tenancy disputes

**We** will negotiate for **Your** legal rights in respect of a dispute between **You** and **Your** landlord relating to premises leased or rented by **You**.

### What is not covered

Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

## Identity Theft Protection for Directors or Partners

1. Following a call to the identity theft helpline service **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **Your** director or partner's identity,
2. If **Your** director or partner becomes a victim of **Identity Theft We** will pay the costs **Your** director or partner incurs for phone calls faxes or postage to communicate with the police credit agencies financial service providers or creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore the identity and credit status of **Your** director or partner.
3. Following **Your** director's or partner's **Identity Theft We** will pay
  - a) **Costs and Expenses** to reinstate **Your** director's or partner's identity including costs for the signing of statutory declarations or similar documents

- b) **Costs and Expenses** to defend **Your** director's or partner's legal rights in a dispute with debt collectors or any party taking legal action against **Your** director or partner arising from or relating to **Identity Theft**
- c) loan rejection fees and any re-application administration fee for a loan when **Your** director's or partner's original application has been rejected

Please note that

- i. **Your** director or partner must notify their bank or building society as soon as possible
- ii. **Your** director or partner must tell **Us** if they have previously suffered **Identity Theft** and
- iii. **Your** director or partner must take all reasonable action to prevent continued unauthorised use of their identity

#### **What is not covered**

A claim relating to the following:

- 1. fraud committed by anyone entitled to make a claim under this policy losses arising from **Your** business activities.

## **Exclusions**

**We** will not pay for the following:

#### **Late reported claims**

Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.

#### **Costs We have not agreed**

**Costs and Expenses** incurred before **Our** written acceptance of a claim.

#### **Court awards and fines**

Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents employment disputes and compensation awards and legal defence.

#### **Legal action We have not agreed**

Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

#### **Intellectual property rights**

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

#### **Deliberate acts**

Any insured incident deliberately or intentionally caused by an **Insured Person**.

### **Franchise or agency agreements**

Any claim relating to rights under a franchise or agency agreement entered into by **You**.

### **A dispute with DAS**

A dispute with **Us** not otherwise dealt with under the Arbitration condition of this section.

### **Shareholding or partnership disputes**

Any claim relating to a shareholding or partnership share in the **Business** shown in the policy schedule.

### **Judicial review**

**Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### **Nuclear, war and terrorism risks**

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### **Bankruptcy**

Any claim where either at the start of, or during the course of a claim, **You**:

- a) are declared bankrupt;
- b) have filed a bankruptcy petition;
- c) have filed a winding-up petition;
- d) have made an arrangement with **Your** creditors;
- e) have entered into a deed of arrangement;
- f) are in liquidation;
- g) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.

### **Group or Class Actions**

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

### **Defamation**

Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.

### Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

### Litigant in person

Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

## Conditions

### Your representation

1. On receiving a claim, if representation is necessary, **We** will appoint a **Preferred Law Firm or Tax Consultancy** as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
2. If the appointed **Preferred Law Firm or Tax Consultancy** cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award.
3. If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently GBP100 per hour. This amount may vary from time to time.
4. The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

### Your responsibilities

An **Insured Person** must:

1. co-operate fully with **Us** and the **Appointed Representative**;
2. give the **Appointed Representative** any instructions that **We** ask **You** to.

### Offers to settle a claim

1. An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** written consent.
2. If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**.
3. **We** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for their benefit, any claim for compensation against any other person and any **Insured**

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**Person** must give **Us** all the information and help **We** need to do so.

### Assessing and recovering costs

1. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
2. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

### Cancelling an appointed representative's appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

### Withdrawing cover

If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses** **We** have paid.

### Expert opinion

**We** may require **You** to get, at **Your** own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

### Arbitration

If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure **You** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

If **Your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **You** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **You** and **Us** or may be paid by either **You** or **Us**.

### Fraudulent claims

**We** will, at **Our** discretion, void the policy (make it invalid) from the date of the claim, or alleged claim, and/or **We** will not pay the claim if:

1. a claim **You** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
2. a false declaration or statement is made in support of a claim.

### Keeping to the policy terms

An **Insured Person** must:

1. keep to the terms and conditions of this section of the policy;
2. take reasonable steps to avoid and prevent claims;
3. take reasonable steps to avoid incurring unnecessary costs;
4. send everything **We** ask for in writing; and
5. report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

### Claims under this section of the policy by a third party

Apart from **Us**, **You** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.

### Other insurances

If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

### Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **Business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Data Protection

To comply with data protection regulations **We** are committed to processing the **Insured Person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

**We** may collect personal details, including the **Insured Person's** name, address, date of birth, e-mail address and, on occasion, dependent on the type of cover the **Insured Person** has, sensitive information such as medical records. This is for the purpose of managing the **Insured Person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **Insured Person's** personal information either directly from them, the **Appointed Representative** or from the authorised partner who sold them the policy.

## Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The use of the **Insured Person's** personal data by **Us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## How we will use *Your* information

**We** may need to send the **Insured Person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **Insured Person** to ask for their feedback, or members of the DAS UK Group. If the **Insured Person's** policy includes legal advice **We** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **Insured Person** has, their information may also be sent outside the EEA if they require a hire car so the service provider can administer this aspect of their claim.

**We** will take all steps reasonably necessary to ensure that the **Insured Person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**We** will not disclose the **Insured Person's** personal data to any other person or organisation unless **We** are required to by **Our** legal regulatory obligations. For example, **We** may use and share the **Insured Person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevent agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **Our** website.

## What is our legal basis for processing your information?

It is necessary for **Us** to use the **Insured Person's** personal information to perform **Our** obligations in accordance with any contract that **We** may have with the **Insured Person**. It is also in **Our** legitimate interest to use the **Insured Person's** personal information for the provision of services in relation to any contract that **We** may have with **You**.

## What are your rights?

The **Insured Person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via E-mail: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### **How to make a complaint?**

If the **Insured Person** is unhappy with the way in which their personal data has been processed, the **Insured Person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **Insured Person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)

## Section 14 – Personal accident

### Definitions

(Also refer to the General definitions at the front of this policy wording).

The following definitions apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

#### ***Accident/Accidental***

Means a sudden violent external unforeseen and identifiable event.

#### ***Accidental Bodily Injury***

1. Injury caused by ***Accidental*** and/or violent means;
2. exposure to the elements suffered by the ***Insured Person*** which results within 12 calendar months of the date of the exposure in bodily injury,

occurring within 24 months from the date of the ***Accident*** by which injury is caused.

#### ***Deferment Period***

The seven day period following ***Accidental Bodily Injury*** in which no benefit is payable.

#### ***Gross Wages***

The ***Insured Person's*** wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of ***Accident*** (all before deductions) or for weekly paid ***Employees*** 52 times the ***Insured Person's*** weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of ***Accident*** (all before deductions).

#### ***Insured Person***

1. ***You***;
2. any director of ***Yours***, or partner, or proprietor of ***The Business***;
3. any ***Employee*** of ***Yours*** under a contract of employment with ***You***,

### **Loss of Limb**

1. severance at or above the wrist or ankle; or
2. the total and permanent loss of use of a hand, arm, foot or leg.

### **Operative Time**

The period of time as shown on the **Schedule** during which an **Insured Person** is covered by the Personal Accident Section.

## **Cover**

**We** will pay the compensation to **You** or **Your** personal representatives for **Accidental Bodily Injury** to an **Insured Person** during the **Period of Insurance** and in the **Operative Time** which, solely, directly and independently of any other cause and within 24 months, results in any of the following Contingencies:

- a) death;
- b) permanent loss of sight
- c) permanent loss of hearing;
- d) permanent loss of speech ;
- e) **Loss of Limbs**;
- f) permanent total disablement (other than arising from clause a), b) and c) above) which lasts without interruption for more than 12 months from the date of the **Accident** and prevents the **Insured Person** from pursuing any occupation;
- g) temporary total disablement which prevents the **Insured Person** from pursuing their normal occupation after the **Deferment Period**;
- h) temporary partial disablement which prevents the **Insured Person** from pursuing a substantial part of their normal occupation after the **Deferment Period**.

**We** will not provide cover in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this section. General Condition- Contracts (Rights of Third Parties) Act 1999 does not apply to this section.

### **Compensation**

The amount of compensation payable to **You** or any **Insured Person** will be the amount as stated in **The Schedule**.

## **Exclusions**

The following exclusions apply to this section.

(Also refer to the General exclusions at the front of this policy wording).

**We** will not pay compensation for **Accidental Bodily Injury** directly or indirectly caused by:

1. a. the **Insured Person** suffering from any disability due to a gradually operating cause;  
b. suicide or attempted suicide;  
c. deliberate exposure to danger (except in an attempt to save human life);  
d. the **Insured Person's** own criminal act;  
e. the **Insured Person** being in a state of insanity;  
f. flying or other aerial activities (except while travelling as a passenger by a recognised airline);
2. an **Insured Person** practising for or taking part in:
  - i. mountaineering or rock climbing requiring use of ropes or guides
  - ii. pot-holing;
  - iii. winter sports;
  - iv. any kind of racing (except foot races);
  - v. speed or time trials;
  - vi. naval, military or air force service or operations;
  - vii. boxing, wrestling or other forms of unarmed or armed combat.
3. the effects of alcohol or drugs (other than drugs whether prescribed by a doctor or lawfully purchased without a prescription which are used as described);
4. any treatment for drug addiction;
5. any consequence resulting from or in connection with any of the following regardless of any other contributory cause or event:
  - a. **Terrorism**;
  - b. any action taken in controlling, preventing, suppressing or in any way relating to (a) above,except as stated in **Special Provision – Terrorism below**.

In any action, suit or other proceedings where **We** allege that any consequence resulting from or in connection with 5.a. and/or 5.b. above regardless of any other contributory cause or event is not covered under this section (or is covered only up to a specified limit) the burden of proving that any consequence is covered (or is covered beyond that limit) under this section will be upon **You**.

## Clauses

The following clauses apply to this section.

### Amounts Payable

**We** will pay :

- a. compensation under contingencies g) and/or h) at 4 weekly intervals in arrears;
- b. compensation under contingencies g) and/or h)) for a maximum of 104 weeks from the date that the disablement started

but where **We** pay compensation under any of contingencies a) to f) specified under Cover within this section:

1. any weekly benefit being paid for the same **Accidental Bodily Injury** will stop;
2. this insurance will end for the **Insured Person**.

**We** will not be liable for any amount in excess of the maximum accumulation limit of GBP1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each **Insured Person** will be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

### Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, that person will be presumed to have died.

However, **You** will repay any compensation if the **Insured Person** is found to have been alive or is found alive after **We** have paid compensation.

### Medical Evidence

1. **We** may, at **Our** expense arrange for an **Insured Person** to undergo:
  - a. a medical examination; or
  - b. a post mortem examination.
2. **You** or **Your** legal representative will supply to **Us**, at **Your** expense, any
  - a. certificate;
  - b. information;
  - c. evidence.

in the format we require.

### Medical Expenses

When **We** pay compensation under contingencies e) or f), **We** will also pay up to 15% of this amount in respect of medical expenses incurred.

### Gross Wages

Where compensation is on a wages basis, the amount payable will be the average weekly wage:

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1. in the 12 week period before the date of the **Accidental Bodily Injury**; or
2. any shorter period if the **Insured Person** has been employed by **You** for less than 12 weeks.

**We** will not include overtime, commission or bonus payments unless these are guaranteed.

# Section 15 – Terrorism

## Definitions

Also refer to the General definitions at the front of this policy wording).

The following definition applies to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

### ***Territorial Limit***

For ***Property Insured*** under Section 1 Material damage or Section 2 Business all risks where cover is provided whilst in transit to territories outside England, Scotland and Wales, the territorial limits shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury. The territorial limits shall not include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 nor Northern Ireland, the Isle of Man or the Channel Islands.

## Cover

The insurance by Section 1 Material Damage, Section 2 Business Interruption and Section 4 Trade All Risks is extended to include ***Damage to Property Insured*** as shown in ***The Schedule*** within the ***Territorial Limits*** caused by ***Terrorism*** occurring during the ***Period of Insurance*** provided that:

- 1) in any action suit or other proceedings where ***We*** allege that any ***Damage*** or loss resulting from ***Damage*** is not covered by this section the burden of proving that such ***Damage*** is covered will be upon ***You***;
- 2) this section is not subject to any of the exclusions specified in this policy other than as specified in What is not covered 1 to 7 part of this section;
- 3) this section is subject to all the terms and conditions of this policy unless otherwise specified in this section.

***Our*** 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 shown in the ***Schedule*** in respect of ***Property Insured*** or as otherwise specified in the policy.

## Conditions

- 1) If this policy is subject to any Long Term Agreement or Undertaking it does not apply to this section.
- 2) It is a condition precedent to ***Our*** liability to pay claims that:
  - a) ***You*** have purchased cover in respect of ***Terrorism*** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by ***You*** or for which ***You*** are responsible and that are eligible for such cover. A list of Pool Reinsurance

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- 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 **Us** 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 **You** or for which **You** are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements.

## What is not covered

**We** will not pay for:

- 1) **Damage** to any **Building or Property Insured** therein insured under this 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 What is not covered 2 and 4 of this section;
- 2) **Damage** to blocks of flats and/or private dwelling houses or **Property Insured** therein insured under this 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 block of flats and /or private dwelling houses for their own residential purposes);
- 3) **Damage** to any **Building or Property Insured** therein insured under this 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 What is not covered 4 of this section;
- 4) **Damage** to any **Building or Property Insured** therein insured comprising mixed commercial and residential usage which is insured under this 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%;
- 5) 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:
  - i. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - ii. ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - iii. chemical, biological or radiological irritants, contaminants or pollutants
 in respect of properties occupied as a private residence or any part thereof which is so occupied and/or **Property Insured** therein insured under this 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 What is not covered 2) or 4) of this section;
- 6) 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;
- 7) 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:

i. **Damage** to any **System**, or  
 ii. any alteration, modification, distortion, erasure or corruption of **Data**  
 whether owned by **You** 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 What is not covered 7)**

- 1) **We** will pay for the cost of reinstatement, replacement or repair in respect of **Damage** to **Property Insured**
- 2) **We** will pay for loss of **Gross Revenue, Gross Profit, Rent Receivable** and **Increase in Cost of Working** 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 material 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) **Our** liability for any loss under items 1) and 2) of this proviso (which would otherwise fall within What is not covered 7)i. of this section) 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 **System**, and
  - ii is not proximately caused by **Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation 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**, **We** will pay **You** in accordance with items 1 or 2 of this proviso.
- 5) **We** 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 Insured** 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.

# Section 16 – Cyber Liability

## Definitions

(Also refer to the General definitions at the front of this policy wording).

The following definitions apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

### **Business Income**

- (a) the amount of net income (profit or loss before taxes) which **You** would have earned after the **Time Excess** if the **Cyber Event** had not happened;
- (b) normal operating expenses that continue, including ordinary payroll.

### **Computer System**

Any **Hardware**, **Data**, computer networks, websites, intranet and extranet sites.

### **Cyber Event**

- (a) loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of **Data**;
- (b) **Damage** to websites, intranet or extranet sites;
- (c) **Damage** or disruption caused by a **Virus or Similar Mechanism**, **Hacking** or **Denial of Service Attack**; or
- (d) failure of or variation in the supply of electricity or telecommunications networks owned and operated by **You**;

Affecting **Your Computer System**, the **Computer System** of a **Service Provider** or **Your** customer.

### **Damages**

- (a) financial compensation **You** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **You**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or

(b) third parties' costs and expenses **You** have to pay as a result of a claim being brought against **You**.

### **Data Privacy Obligations**

Any legal obligations relating to securing, managing and preventing unauthorised access or use of **Data**, and arising under:

- (a) applicable data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of **Personal Data** which are in force at the time **You** discover **You** have failed to keep to **Your Data** privacy obligations;
- (b) guidance from the Information Commissioner's Office or similar organisations worldwide;
- (c) the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information;
- (d) privacy statements and confidentiality agreements.

### **Defence Costs**

Costs and expenses **We** agree to in writing for investigating, settling or defending a claim against **You**.

### **Denial of Service Attack**

Any actions or instructions with the ability to **Damage**, interfere with, or otherwise affect the availability of the **Computer System** including for example the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

### **Directors and Officers**

Directors, officers, principals, partners or members while they are employed by **You** and under **Your** control in connection with **The Business**.

### **Hacking**

Unauthorised or malicious access to any **Computer System** by electronic means.

### **Hardware**

- (a) computers and associated equipment, telecommunications equipment and software and programs used to process **Data**:

- (i) equipment controlling manufacturing processes, or forming part of machinery; or
  - (ii) equipment held as stock or which **You** have manufactured and is intended for sale or repair in the course of **The Business**.
- (b) laptops, palmtops, notebooks and table computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs
- (c) photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs, and
- (d) software.

#### ***Indemnity Period***

The period during which **You** suffer a loss of **Business Income** or have to pay extra costs, starting on the date of the **Cyber Event** and ending no later than the last date of the period shown in **The Schedule**.

#### ***Personal Data***

Information which could identify a person or allow identity theft or other fraud to take place.

#### ***Service Provider***

Means a business that **You** hire under a written contract to perform services on **Your** behalf in connection with **The Business**.

#### ***Time Excess***

The time period, as shown in **The Schedule**, **We** will not pay any loss of **Business Income** for.

## **Cover**

#### **(a) Cyber Liability**

**We** will pay **Damages** and **Defence Costs** arising from a claim first made against **You** during the **Period of Insurance** and in the course of **The Business** as a result of:

- (i) **You** or **Your Service Provider** failing to secure, or prevent unauthorised access to, publication of or use of **Data** (including any interference with any right to privacy or publicity, breach of confidence or **Your Data Private Obligations**);

- (ii) **You** intentionally transmitting, or failing to prevent or restrict the transmission of, a **Virus or Similar Mechanism, Hacking or Denial of Service Attack** from **Your Computer System** to a third party; or
- (iii) loss of reputation (including that of a product) or intellectual property rights being infringed (broken, limited or undermined) as a result of:
  - (1) the content of any emails distributed by **Your Computer System**;
  - (2) the content of **Your** website;
  - (3) online promotional marketing material; or
  - (4) other **Data** processed or distributed by **Your Computer System**.

For the purposes of Cover (a) – Cyber Liability, references to **You** also mean any of **Your Employees or Directors and Officers**.

(b) **Data-Breach Expense**

If during the **Period of Insurance** **You** discover that **You** have failed to keep to your **Data Privacy Obligations** in the course of **The Business**, **We** will pay the following:

- (i) The cost of hiring professional legal and forensic information-technology services to investigate and tell **You** how **You** should respond.
- (ii) The cost of informing affected parties, the data privacy regulator and other relevant third parties or organisations worldwide.
- (iii) The cost of providing the following support services to affect parties as the result of **You** failing to keep to **Your Data Privacy Obligations**;
  - (1) Credit file monitoring, identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity.
  - (2) Providing a helpline to respond to enquiries after informing affected parties.

These services will only be provided for 12 months, and only if:

- (a) The **Data Privacy Regulations** **You** have failed to keep to relate to **Personal Data**;

or

- (b) **You** must provide the relevant service under **Your Data Privacy Obligations**.

- (iv) Public-relations and crisis-management expenses, if **We** have given **Our** written permission, for communicating with the media, **Your** customers and the public to minimise damage to brands and business operations, and any damage to **Your** reputation.

(c) **Computer System Damage, Data, Extra Costs and Business Income**

**We** will pay for the following arising as a result of a **Cyber Event** **You** discover during the **Period of Insurance**:

- (i) the cost of investigating, reconfiguring and rectifying any **Damage** to **Your Computer System** or the **Computer System** of a **Service Provider** and restoring and recreating **Data**; and
- (ii) extra costs to prevent or reduce the disruption to the functions carried out by **Your Computer System** during the **Indemnity Period**; and
- (iii) **Your** loss of **Business Income** during the **Indemnity Period**.

The amount of loss of **Business Income** **We** pay will be based on **Your Business Income** during the 12 months before the **Cyber Event**, as recorded in **Your** accounts. **We** will make adjustments to reflect trends and circumstances which may affect the **Business Income**, or which would have affected the **Business Income** whether or not the **Cyber Event** had happened.

This does not include the value of **Data** to **You**, even if the **Data** cannot be restored or recreated.

## Basis of Settlement

The most **We** will pay for all claims **We** accept under this Section in total for the **Period of Insurance** is £50,000 plus any Extensions shown below, regardless of the number of claims or claimants.

Any **Defence Costs** **We** pay will be within, not on top of, the sum insured stated in **The Schedule**.

For any and all claims arising for the **Period of Insurance** **We** may pay the full sum insured that applies.

When **We** have paid the full sum insured, **We** will not pay any further amounts for any claims or for associated **Defence Costs** arising after **We** pay the full sum insured.

## Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

**We** will provide Extensions below. For each Extension **We** will not pay more than £10,000 in total for the **Period of Insurance**.

### (a) Accountant's Fees

**We** will pay the cost of **You** providing the information **We** need to work out the amount **We** should pay as a result of:

- (i) extra staffing costs; and
- (ii) extra fees charged by **Your** usual auditors or accountants.

### (b) Avoiding Corruption

If **We** have agreed in writing:

- (i) **We** will pay the cost of locating and removing a **Virus or Similar Mechanism** from **Your Computer System** which has not necessarily caused by **Damage** or disruption; and
- (ii) where a **Virus or Similar Mechanism** or **Hacking** has affected **Your Computer System** during the **Period of Insurance**, **We** will pay the cost of hiring professional consultants to make recommendations on how to prevent **Your Computer System** from being infected by **Virus or Similar Mechanism** or to prevent **Hacking**.

### (c) Investigation Cost

If **We** accept a claim for **Damage** or other loss, and **We** agree in writing, **We** will pay the cost of investigating possible repair, replacement or restoration.

### (d) Loss-Prevention Measures

**We** will pay the cost of preventing or minimising actual or expected **Damage** or other loss covered by this Section, as long as:

- (i) **Damage** or other loss would be expected if the measures were not taken;
- (ii) **We** are satisfied that the **Damage** or other loss has been prevented or minimised by these measures; and
- (iii) the cost is limited to the cost of **Damage** or other loss which would have been caused.

The full terms and conditions of this Section apply as if **Damage** or other loss covered by this Section has arisen.

(e) **Security Audit**

If the failure to keep to **Data Private Obligations** insured by this Section resulted from security weaknesses in **Your Computer System**, **We** will pay the cost of a professional consultant carrying out an audit of **Your Computer System** to assess the security weaknesses and advise **You** on how to make improvements.

(f) **Temporary and Fast-Tracked Repair**

If **We** accept a claim for **Damage** or other loss, **We** will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

## Exclusions

**We** will not pay for any claim, cost or loss caused by or resulting from the following:

(a) **Associated Companies or Other Insured Parties**

Any claim brought against **You** by:

- (i) another person named as 'insured' in **The Schedule**.
- (ii) any of **Your** parent or subsidiary companies; or
- (iii) any company which **You** are a director, officer, partner or employee of and have a financial interest in.

This exclusion does not apply to **Personal Data** relating to **Employees** or **Directors and Officers** as long as any benefit they receive is no more than any third party would receive.

(b) **Circumstances before Your Policy Started**

- (i) circumstances which existed before any cover provided by this Section started, and which **You** knew about; or
- (ii) claims or circumstances which **You** have already reported, or which **You** should have reported, to a previous insurer before the **Period of Insurance**.

(c) **Confiscation**

**You** property being confiscated or damaged by, or under the order of, any government, public or police authority, other than;

- (i) to protect life or prevent **Damage to Property Insured**; or
- (ii) as the result of a regulatory investigation after **You** have failed, or allegedly failed, to keep to **Your Data Privacy Obligations**.

(d) **Deficiency or Improvements**

The costs of correcting any failings in procedures, systems or security.

(e) **Deliberate Defamation or Disparagement**

Defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a claim against **You**.

(f) **Employer Liability**

**You** failing to keep to any obligation **You** have to **Your Employees** or **Directors and Officers**, unless this is specifically insured by this Section after **Your Data Privacy Obligations** have not been met.

(g) **Excess**

The **Excess** specified in **The Schedule**.

(h) **External Network Failure**

Under Cover (c) – Computer System Damage, Data, Extra Cost and Business Income, the failure or interruption of or **Damage** to any electrical power supply network or telecommunication network, including for example, the internet, internet **Service Providers**, Domain Name System **Service Providers**, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure, not owned and operated by **You**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical **Damage** if otherwise insured by this Section, to the electrical power supply network, telecommunications or other property.

(i) **Extortion or Ransom**

Any extortion, blackmail or ransom payments or demands.

(j) **Financial Reporting**

Any mistakes in financial statements or representations concerning *The Business*.

(k) **Indirect Loss**

Penalties *You* have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

(l) **Intentional Acts**

Any intentional act, or failure to act, by *You* or *Your Directors and Officers*, unless the act or failure to act is a measure to prevent or minimise injury, *Damage to Your Hardware*, loss of *Business Income* or a claim for *Damages*.

(m) **Legislation and Regulations**

*You* actually or allegedly breaking any taxation, restraint of trade, competition or anti-trust law or regulation.

(n) **Normal Upkeep**

The cost of normal *Computer System* maintenance.

(o) **Nuclear Risks**

(i) Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.

(ii) The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.

(iii) Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.

(iv) The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

(p) **Patent**

Infringement of any patent without the patent holders permission.

(q) **Product Liability or Professional Liability**

Goods, products or software **You** have sold, supplied, manufactures, constructed, installed, maintained, repairs, altered or treated, or any inadequate or incorrect advice or services **You** have provided.

(r) **Telecommunications Systems**

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

(s) **Terrorism**

(i) **Terrorism**, regardless of any other cause or event contributing to the **Damage**, loss of **Business Income** or other loss.

(ii) Civil commotion in Northern Ireland.

(iii) Any action taken to control, prevent, suppress or in any way deal with **Terrorism**.

**Virus or Similar Mechanism, Hacking or Denial of Service Attack** will not be regarded as **Terrorism**.

(t) **Time Excess**

Loss of **Business Income** arising during the **Time Excess**

(u) **Trading Risk**

**Your** commercial decision to stop trading or the decision of a **Service Provider**, customer or supplier of **Yours** to stop or reduce trade with **You** or restrict services.

(v) **War**

War, invasion, hostilities (whether war is declared on not), civil war, rebellion, revolution or uprising.

This general exclusion does not apply to any **Damage**, loss of **Business Income** or other loss resulting from, or caused by, weapons of war which were not discovered before the start of the **Period of Insurance**, as long as there is no war in the country **Your Hardware** is in during the **Period of Insurance**.

(w) **Wear and Tear**

Losses due to wear and tear.

However, **We** will pay for loss resulting for wear and tear which **We** would otherwise have paid under this Section.

(x) **Your Insolvency or Bankruptcy**

**Your** insolvency or bankruptcy.

## Conditions

(a) **Claims Procedure**

These are the conditions of the insurance that **You** need to meet as part of this policy. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your** policy may not be valid.

**You** must as soon as **You** know about any incident or circumstance that may result in a claim tell the person who arranged the policy (or **Us**), providing full details, as soon after the incident or circumstance as possible and within 14 days.

- (i) if as a result of riot, civil commotion, strike, locked-out workers or people taking part in labour disturbances; and
- (ii) in the case of **You** knowing about an incident or circumstance that has resulted in, or may result in:
  - (1) a claim being made against **You**;
  - (2) **You** receiving a demand for **Damages**;
  - (3) **You** receiving a notice of regulatory action; or
  - (4) **You** receiving a notice of any other process seeking damages;

As soon as **You** know about any incident or circumstance that may result in a claim **You** must also:

- (1) take all reasonable steps and precautions to prevent further **Damage**, loss of **Business Income** or other loss;
- (2) immediately tell the police about any loss or **Damage** relating to crime and get a crime reference number;
- (3) keep any damaged **Hardware**, other property covered by this Section and other evidence and allow **Us** to inspect it; and

- (4) give **Us** details of any other insurances **You** may have which may cover **Damage**, loss of **Business Income, Damages, Defence Costs** or other loss insured by this Section.

In addition, for any incident or circumstance that may result in a claim **You** must:

- (a) immediately send **Us** every letter, writ, summons or other document **You** receive in connection with claim or circumstance, and record all information relating to a claim against **You** that is covered under Cover (a) – Cyber Liability;
- (b) co-operate with **Us** fully and provide all the information **We** need to investigate **Your** claim or circumstance;
- (c) tell **Us** if **You** recover money from a third party (**You** may need to give the money to **Us**); and
- (d) not admit responsibility or liability, or agree to pay any money or provide any services on **Our** behalf, without **Our** written permission.

**(b) Enforcing Your Rights**

**We** may, at **Our** expense, take all necessary steps to enforce **Your** rights against any third party. **We** can do this before or after **We** pay a claim. **You** must not do anything before or after **We** pay **Your** claim to affect **Our** rights and **You** must give **Us** any help and information **We** ask for.

**You** must take reasonable steps to make sure that **You** protect **Your** rights to recover amounts from third parties.

**(c) Protecting Data**

**You** must make sure that the appropriate procedures are in place for disposing of and destroying **Hardware** and hard copy files in order to protect **Data**.

**(d) Controlling Defence**

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **You**. **We** would take this action in **Your** name. If necessary, **We** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **Your** solicitor, but only on a fee basis similar to that of **Our** own solicitor, and only for work done with **Our** permission in writing. **We** will only defend claims if **We** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

(e) **Other Insurances**

If there is any other insurance covering **Your** claim, **We** will only pay **Our** share, even if the other insurer refuses to pay the claim.

(f) **Salvage and Recoveries**

If **You** have made claim and **You** later recover money from a third party, **You** must tell **Us** immediately. If **We** have paid the claim, **You** may have to give the money to **Us**.

If **We** have paid a claim and **We** then recover money from a third party, **We** will give **You** any proceeds above the amount **We** paid **You** in connection with the claim.

Any amount due from **You** or **Us** must be paid as soon as reasonably possible.

(g) **Reasonable Care**

**You** must:

- (i) make that that **Your Hardware** is maintained, inspected and tested as recommended by the manufacturer;
- (ii) keep a record of all maintenance and **Data** back-up procedures and maintenance carried out, and let **Us** check those records;
- (iii) take all reasonable steps and precautions to prevent or reduce **Damage** or other loss covered by this Section; and
- (iv) not continue to use **Hardware** after **Damage**, unless **We** have given **Our** written permission.

If you do not keep to this condition **We** may:

- (1) refuse to pay part or all of **Your** claim.
- (2) cancel **Your** policy.

(h) **Defence Software**

**Your Computer Software** must be protected by a virus-protection software package which is:

- (i) licensed to **You**;
- (ii) paid for and not freely available; and

(iii) updated at least every 7 days.

**Your Computer System** must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

(i) **Data Backup**

**You** must back up original **Data** at least every 7 days.

If a **Service Provider** processed or stores **Data** for **You**, **You**, must make sure that the terms of the contract between **You** and the **Service Provider** allow **Data** to be backed up in line with this condition.

**You** must take precautions to make sure that all **Data** is stored safely.

If **You** have failed to keep to this condition, **We** may still pay a claim if **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control.

(j) **More than One Insured**

If more than one insured is named in **The Schedule**, the first named insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named insureds. **We** will not remove any named insured without their permission.

For any claim, the total amount **We** will pay will not be more than the sum insured, regardless of the number of people or organisations insured by the Section.

(k) **Right to Survey**

If **We** ask, **You** must give **Us** access to **The Premises** at an agreed date and time to carry out a risk survey.

If **You** do not keep to this condition **We** may cancel the policy.

(l) **Tax**

Any claim **We** pay will not include VAT, unless **You** cannot recover part or all of the VAT **You** have paid.



[www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)

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