BUSINESS

Insurance policy

PREMIER COMMERCIAL

underwriters

Contents

You should read this policy together with **your** current **schedule** which gives precise details of the cover.

Contents

Customer service information		**GEN**	**2 - 4**
General definitions		**GEN**	**5 – 7**
Legislation		**GEN**	**8**
How to make a claim		**GEN**	**9**
How to make a complaint		**GEN**	**10**
General conditions		**GEN**	**11 - 13**
Claims conditions		**GEN**	**14**
General exclusions		**GEN**	**15 - 16**
Section 1 - Material damage	(only if shown as Insured in the **schedule**)	**MD**	**1 - 12**
Section 2 - Business interruption	(only if shown as Insured in the **schedule**)	**BI**	**1 - 5**
Appendices A - G	(only if shown as Insured in the **schedule**)	**BI**	**6 - 15**
Section 3 - Money	(only if shown as Insured in the **schedule**)	**M**	**1 - 5**
Section 4 - Trade all risks	(only if shown as Insured in the **schedule**)	**TAR**	**1 - 3**
Section 5 - Goods in transit	(only if shown as Insured in the **schedule**)	**GT**	**1 - 3**
Section 6 - Computer breakdown	(only if shown as Insured in the **schedule**)	**CB**	**1 - 3**
Section 7 – Frozen foods	(only if shown as Insured in the **schedule**)	**FF**	**1**
Section 8 - Employers liability	(only if shown as Insured in the **schedule**)	**EL**	**1 - 2**
Section 9 - Public liability	(only if shown as Insured in the **schedule**)	**PL**	**1 - 5**
Section 10 - Products liability	(only if shown as Insured in the **schedule**)	**PR**	**1 - 3**
Section 11 - Directors and officers liability	(only if shown as Insured in the **schedule**)	**DO**	**1 - 6**
Section 12 - Legal expenses	(only if shown as Insured in the **schedule**)	**LEI**	**1 - 8**

Customer service information

This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

IMPORTANT REMINDER

It is important that:

- **You** check that the information you have given **us** is accurate and up to date – See the Customer service information section for more details
- **You** read the policy and understand its contents, if you do not understand any aspect please contact your insurance advisor
- **You** comply with **your** duties under each section and under the insurance as a whole
- **You** check that the sections you have requested are included in the **schedule**

This policy should be kept in a safe place. **You** may need to refer to it if **you** have to make a claim.

This section contains important information about how we will deal with claims under this policy and the information you have given us.

Information you have given us
In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or your appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat **your** policy as if it never existed and decline all claims. **We** may not return premium already paid by **you** in this situation.

If **we** establish that **you** provided us with false, incomplete or misleading information, but this was neither deliberate nor reckless, it can adversely affect **your** policy and any claim.

For example:

- where **we** could have accepted the risk and offered **you** an insurance policy but **we** would have charged a higher premium, **we** may only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** actually charged as a percentage of the higher premium **we** would have charged and then paying **you** the same percentage of any claim.

  So, as an example: if the premium **we** actually charged was £250 and the higher premium **we** would have charged was £1,000, then the premium **we** actually charged represents 25% of the higher premium **we** would have charged and **we** shall only pay 25% of any claim;

- **We** may treat this policy as if it had never existed and refuse to pay all claims and return the premium. **We** will only do this if the false, incomplete or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented;

- if **we** would have written the risk on different terms had it been fairly presented, **we** may amend the policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;

- **We** may cancel **your** policy in accordance with its cancellation provisions.

We will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay.

Customer service information

The insurance cover provided by this policy is issued in accordance with the authorisation certain underwriters at Lloyd's and other Association of British Insurers member insurance companies have granted to Premier Commercial Limited under the terms of the contract(s), referenced in the **schedule**, between Premier Commercial Limited and the participating syndicate(s). This contract makes Premier Commercial Limited agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf, but does not affect your rights to claim or make a complaint. The participating insurance company and/or syndicate names are detailed on your **schedule**.

SEVERAL LIABILITY CLAUSE
The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

About the Coverholder
This policy is a contract of insurance between **you** and **us. Your** policy has been underwritten on **our** behalf by Premier Commercial Limited of Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH. Premier Commercial is authorised and regulated by the Financial Conduct Authority and you can check this information is accurate on the Financial Services Register which is available to view online at https://register.fca.org.uk. This contract makes Premier Commercial Limited **our** agent and gives them the authority to perform certain acts on **our** behalf, but does not affect **your** rights to claim or make a complaint.

Enquiries
If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** may contact Premier Commercial by calling us on 0845 111 0125 or by emailing us info@premco.co.uk.

Things you must do
There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions **we** may deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

Cancellation
You may cancel this policy at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premier Commercial at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk. If you have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which may give rise to a claim, we will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

We may also cancel this policy in accordance with General condition 6.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Conformity
When **you** read the policy **you** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also to include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Customer service information

Data Protection
We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, the coverholder, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share
The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- name; date of birth, residential address and address history.
- contact details such as email address and telephone numbers.
- financial and employment details.
- identifiers assigned to **your** computer or other internet connected device including **your** internet protocol (IP) address.
- health or criminal conviction information.
- vehicle or household details.
- any information which **you** have provided in support of **your** insurance claim.

We may receive information about **you** from the following sources:

- **your** insurance broker.
- from third parties such as credit reference agencies and fraud prevention agencies.
- from insurers, claims handling agents, witnesses, the Police (in regards to incidents) and solicitors
- directly from **you**.

You acknowledge that we may be required as a matter of law or regulation to disclose Personal Data provided to us to a Court of law or regulatory body such as the PRA or the FCA or Lloyd's or ELTO or any other public body or authority of competent jurisdiction and you consent to any such disclosure.

We will not pass **your** information to any third parties except to enable **us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- solicitors or other claims handling agents appointed by **us** or by **you**
- underwriters and reinsurers
- fraud and crime prevention agencies, including the Police.
- other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention
We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights
Your personal data is protected by legal rights, which include **your** rights to:

- object to **our** processing of **your** personal data.
- request that **your** personal data is erased or corrected.
- request access to **your** personal data and date portability.
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us** by telephone on 0845 111 0125 or by writing to us at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing info@premco.co.uk..

Headings
The section headings used in this policy are for reference purposes only and shall not affect the meaning or interpretation of the policy.

General definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, ***schedule****, endorsements or conditions. To help identify these words they will appear in* ***bold*** *in the policy wording.*

Business
The business activities as described in the **schedule** and shall include

(i) the ownership repair and maintenance of **your** own **property**
(ii) the provision and management of canteen social sports and welfare activities for the benefit of **you** or **your employees**
(iii) the provision and management of first aid fire security and ambulance services
(iv) the performance of private duties carried out by **your employees** with **your** written consent for any director partner or senior official of **yours**

and no other business for the purposes of this insurance.

Communicable disease
Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

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

Cyber act
Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system.**

Cyber incident
Means
a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Cyber loss
Means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber act** or **Cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

Damage
Physical loss, destruction of or damage to the property insured.

Data
Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **data processing** or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

Data processing
Data processing system shall mean any computer or **data processing** equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

General definitions

Data processing media valuation
Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Should **data processing media** insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **data**. If the media is not repaired, replaced or restored the bases of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such **data** to the Assured or any other party, even if such **data** cannot be recreated, gathered or assembled

ELTO
means the Employers' Liability Tracing Office or any successor body or bodies to it.

Employee
Any person who is

a) under a contract of service or apprenticeship with **you**.
b) a labour master or supplied by a labour master.
c) employed by labour only sub-contractors.
d) self-employed and working for **you** and under **your** control.
e) hired to or borrowed by **you**.
f) supplied to **you** for the purposes of study, work or training experience.
g) a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment.
h) a voluntary helper while working under **your** supervision and control in connection with the **business**.
i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

whilst working for **you** in the course of the **business**.

Excess
This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average (General condition 5).

FCA
means the Financial Conduct Authority or any successor body or bodies to it.

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

Injury
Bodily injury death illness disease or shock causing bodily injury.

Lloyd's
means Lloyd's of London or any successor body or bodies to it.

Money
Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

General definitions

Offshore
From the moment in time that an **employee** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **employee** shall disembark from any conveyance onto land upon their return from any offshore installation

Period of insurance
The period from the effective date shown in the **schedule** until the expiry date shown in the **schedule** both dates based upon Greenwich Mean Time and inclusive . This includes any subsequent period for which **we** may accept payment for renewal of this policy.

Pollution
Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, damage or injury, directly or indirectly caused by such pollution or contamination.

PRA
means the Prudential Regulation Authority or any successor body or bodies to it.

Premises
the premises stated in the **schedule**.

Property
means material property.

Schedule
means the **schedule** of insurance which attaches to this policy.

Terrorism
means any act(s), of any person(s) or organisation(s) involving:

a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
b) putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Unoccupied
Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **you** for more than thirty consecutive days.

Underwriters
The synicates and insurance companies named in **your** insurance schedule

We/us/our
The synicates and insurance companies named in **your** insurance schedule

You/your/yours
The person or persons or corporate body named in the **schedule** and includes

a) any subsidiary company which is named in the policy **schedule** operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
b) at **your** written request
    (i) any director or **employee** of **yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you**
    (ii) any officer member or **employee** of **yours,** social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
    (iii) any director partner or senior official of **yours** in respect of private work carried out by any **employee** of **you** for any such person with **your** the consent
c) in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person shall, as though he were **you,** observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply

Legislation

*In this policy **we** make reference to various laws and statutes. There follows a brief description of each. This is intended for your information purposes only and is not part of the terms of this policy.*

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987
Designed to protect consumers from products that do not reach a reasonable level of safety

Contracts (Rights of Third Parties) Act 1999
Makes provision for the enforcement of contractual terms by third parties.

Corporate Manslaughter and Corporate Homicide Act 2007
States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

Data Protection Act 2018
Controls how an individual's personal information is used by organisations, businesses or the government.

Defective Premises Act 1972
Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

Defective Premises (Northern Ireland) Order 1975
Imposes duties in connection with the provision of premises and imposes liability for injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

EU Environmental Liability Directive 2004/35/EC
Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

Food Safety Act 1990
Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

Health and Safety at Work etc Act 1974
Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

Health and Safety at Work (Northern Ireland) Order 1978
Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

Road Traffic Act 1988
Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.

Road Traffic Northern Ireland Order 1981
Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

How to make a claim

If **you** need to intimate a claim under Sections 1 – 7 of this insurance **we** have appointed the following Third Party Administrator to manage **your** claim on **our** behalf**:**

Broadspire
Second Floor
Ashton House
499 Silbury Boulevard
Milton Keynes
MK9 2AH

You may telephone Broadspire on	01908 302 214
You may email CPA at	britukproperty@broadspiretpa.co.uk

Please quote your Premier Commercial policy number in all correspondence, this can be found on your **schedule**

If you wish to make a claim any other section please contact:

Premier Commercial Limited
Stanhope House
12 Stanhope Place
Edinburgh
EH12 5HH

You may telephone Premco on	0845 111 0125
You may email Premco at	claims@premco.co.uk

How to make a complaint

Your right to complain

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact **us** or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

Your insurance policy is underwritten for Lloyd's Syndicate 2987 managed by Brit Syndicates Limited by Premier Commercial Limited, Premier Commercial is an Approved Coverholder at Lloyd's. If you wish to make a complaint about this insurance you should contact:

The Complaints Department
Brit Syndicates Limited
By email: BGS.Complaints@bri nsurance.com
By telephone: 0044 (0) 20 385 70000
By facsimile: 0044 (0) 20 385 70001
By mail: The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB

If your complaint cannot be resolved by the Complaints Department within two weeks, or if you have not received a response within two weeks you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response.

Lloyd's contact details are:
By email: complaints@Lloyd's.com
By telephone: 44 (0)20 7327 5696
By mail: Policyholder & Market Assistance, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, or if you have not received a written final response within eight weeks from the date Amlin received your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge.

The Financial Ombudsman Service contact details are:
By email: complaint.info@financial-ombudsman.org.uk
By telephone: 0207 964 0500 or from a mobile 0300 123 9123
By facsimile: 0207 964 0500
By mail: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

There is information regarding the Financial Ombudsman Service on its website which can be found at www.financial-ombudsman.org.uk

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

General conditions

1. **Maximum sums payable**
We may at any time at **our** sole discretion pay to **you** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **we** do this, **we** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by **you** or on **your** behalf in settlement of the claim or claims.

2. **Care and prevention**
It is a condition of this insurance that **you** shall take all care to prevent accidents and to maintain and keep in proper repair **your** premises, plant and everything used in the **business**. **You** shall make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances may require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

3. **Cancellation**
We can cancel this insurance by giving **you** fourteen (14) days' notice in writing. **we** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to 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 six (6) months, the deduction for the time **you** have been covered will be half the annual premium, subject to a deduction for any commission paid to **your** insurance broker. If **we** have paid any claim, or part of any claim, or a payment is pending to you in respect of a claim then no refund of premium will be allowed.

4. **Other insurance**
If at the time of any claim there is, or but for the existence of this policy would be, any other insurance in favour of or purchased by **you** or on **your** behalf, applicable to such claim, **we** shall not be liable under this policy to pay **you** in respect of such claim except beyond the amount which would be payable under such other insurance had this policy not been purchased.

5. **Average**
Wherever a sum insured is stated to be subject to average, if at the time of any **damage** such sum insured on any item of the property insured is less than the total value of such property, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

6. **Survey and Risk Improvement Requirements**
It is a condition of this insurance that you permit us to survey your premises and business operations and that **you** shall comply and continue to comply with all risk improvement requirements that have been notified to **you** and agreed to by **you** or on **your** behalf. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

7. **Changes in circumstances**
You shall, without delay, give notice in writing of any change in the information **you** provided **us** with. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

8. **Governing law**
The laws of England and Wales will apply to this policy and any attached endorsements unless **we** agree otherwise with **you** in writing before issuing the policy. Any disputes arising under this policy shall be subject to the exclusive jurisdiction of the English Courts.

9. **Contract (Rights of Third Parties) Act 1999**
A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. **Several liability**
Our obligations under this policy are several and not joint and are limited solely to the extent of **our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

General conditions

11. **Premium adjustment**
You may be required to pay additional premium. If this policy is written on an adjustable basis please refer to the premium paragraph of **your schedule** for further details.

12. **Index linking**
(Applies only to Section 1 - Material damage, Section 2 - Business interruption, Section 4 - Trade all risks and Section 5 - Goods in transit if insured)

Renewal
Where the **schedule** states that index linking applies, **we** will adjust the amounts insured to take into account movements in the appropriate index shown below.

Building and tenants improvements items
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

Other items
The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.
Claims
For claims settlement purposes (except Section 2 - Business interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

NOTE: *If either of the above indices is not available, **we** may select a suitable alternative.*

13. **Excess**
We shall not be liable for the amount of the **excess** stated in the **schedule** in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

14. **Identification**
The policy, **schedule**, certificates and appendices shall be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, **schedule** or sections shall have the same meaning wherever it appears unless **we** state otherwise.

15. **Instalments**
If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.

In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.

16. **Long term undertaking**
(*Applies only if stated in the **schedule**)*
In consideration of a discount off the net premium being allowed until the date stated in the **schedule**, **you** undertake to offer annually for three years the insurance under this policy on the terms and conditions in force at the expiry of each **period of insurance** and to pay the premiums annually in advance it being understood that

a) **we** shall be under no obligation to accept an offer made in accordance with this undertaking; and
b) the sum insured may be proportionately reduced at any time to correspond with any reduction in value of the **business**.

This undertaking applies to any policy or policies which may be issued by **us** in substitution of this policy and the same discount shall be allowed off the net premium on any substituted policy or policies issued by **us**.

Payment of the first or renewal premium due at the effective date shall be deemed acceptance by **you** of this clause.

Nothing in this undertaking shall prejudice **our** right to cancel this policy or any of its sections in accordance with the conditions.

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

General conditions

18. **Unoccupied property**

We must be notified in writing immediately of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required.

19. **Security of unoccupied property**

It is a condition of this insurance that you ensure in respect of property **unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us**. .

a) The gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down.
b) All devices for preventing access to the buildings are in full and effective operation at all times.
c) The **premises** and yards are clear of all waste materials and redundant contents.
d) All accessible windows and doors are securely boarded over.
e) The letter box is permanently sealed shut or a non combustible receptacle is permanently fixed to the letter box.
f) The **premises** are inspected at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

20. **Sanctions**

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Claims conditions

1. If any claim is in any respect fraudulent or if **you** or anyone acting on **your** behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause **damage** all benefit under this policy shall be forfeited from the date of the fraudulent act.

2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to our liability will apply:
   a) it is a condition precedent that **you** give notice in writing without delay of anything which may give rise to any claim being made against **you** and for which there may be liability under this policy. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN8.
   b) It is a condition precedent that **you** give notice in writing without delay when any claim is actually made against **you** (whether written or oral) and for which there may be liability under this policy. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to report a claim are given on page GEN8.
   c) It is a condition precedent that **you** advise **us** in writing without delay if at any time **you** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN8.
   d) It is a condition precedent that **you** shall without delay provide **us** with such particulars and information as **we** may require in relation to any occurrence or claim notified to **us**, and shall forward to **us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

3. **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim, and may prosecute at **our** own expense and for **our** benefit any claim for insurance or damages against any other persons, and **you** shall give all information and assistance required. If **you** do not do so **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full. No admission of liability or offer, promise or payment shall be made without **our** written consent.

4.. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.

5. If **we** choose or are required to reinstate or replace any property **you** shall at **your** own expense give **us** all such plans, documents, books and information as **we** may reasonably require.

   We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to pay out more than the sum insured on any item.

6. a) In the event of any **damage** for which a claim is or may be made under this policy **we** and any person authorised by **us** may without incurring any liability or diminishing **our** right to rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any property insured under this policy.
   If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above, then all benefit under this policy shall be forfeited. **You** shall not in any case be entitled to abandon any property to **us** whether **we** take possession of it or not.
   b) **You** or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute any claim in **your** name for **our** own benefit and **we** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
   c) **You** shall give all such assistance as **we** may require.

7. Any claimant under this policy shall at **our** request and expense do and allow all such acts and things as **we** may reasonably require for the purpose of enforcing any rights and remedies **we** may have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.

8. *Not applicable to Section 3 part 2 - Personal injury (robbery)*
   If at the time of any claim there is any other insurance covering **your** interest in the property **damaged** or the same legal liability **our** liability under this policy shall be limited to its rateable proportion of such claim.

   If the other insurance is subject to any condition of average this policy if not already subject to any condition of average shall be subject to average in the same way.

   If any other insurance effected by **you** or on **your** behalf covers any of the property insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the **damage**, **our** liability under this policy shall be limited to such proportion of the **damage** as the sum insured bears to the value of the property.

9. *Not applicable to Section 3 part 2 - Personal injury (robbery,*
   If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it may be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award shall be a condition precedent to any right of action against **us**.

General exclusions

1. This policy does not cover failure of any computer system, whether or not **your** property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

3. This policy does not cover or provide any benefit where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.

4. Any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **you** have requested that there shall be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this policy.

5. This policy does not cover any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty, agreement or guarantee.

6. This policy does not cover death, disablement or **damage** to any property, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from
   a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or;
   b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components;

   but as far as concerns **injury** to any **employee** which arises out of and in the course of their employment or engagement by **you** this exclusion shall apply only in respect of
   i) liability of any principal, including directors, partners, or senior officials
   ii) liability assumed by **you** by agreement and which would not have attached in the absence of such agreement.

7. This policy does not cover **damage** directly caused by pressure waves caused by aircraft and other aerial devices travelling at Sonic or supersonic speeds.

8. This policy does not cover
   i) **money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs;
   ii) goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire; or
   iii) property in transit

   unless specifically mentioned.

9. This policy does not cover liability, **damage** or consequential loss directly or indirectly caused by or arising out of **terrorism** except as provided for in section 8. employers liability extension 3..
   In any action, suit or other proceedings where **we** allege that **damage** or consequential loss caused by **terrorism** is not covered by this policy, the burden of proving that such **damage** or consequential loss is covered shall be upon **you**.

10. This policy does not cover **damage** or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.

11. This policy does not cover any liability caused by or arising out of **pollution** apart from that specified under Section 1 – Material damage, Section 2 - Business interruption, Section 4 – Trade all risks and Section 9 - Public/products liability.

12. W**e** will not indemnify **you** against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in a consequence of loss.
    This exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **you** for all liability arising out of such work.

13. Property cyber and **data** exclusion
    13.1 Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any:
    13.1.1 **cyber loss**;
    13.1..2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

    regardless of any other cause or event contributing concurrently or in any other sequence thereto.
    13.2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
    13.3 This endorsement supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **cyber loss** or **data**, replaces that wording.

General exclusions

14. This policy does not cover **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

15. **Communicable disease** exclusion

(This exclusion does not apply to Section 8 – Employers liability)

15.1. This policy does not insure any loss**, damage**, liability, **injury**, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.

15.2. For the purposes of this endorsement, loss, **damage**, liability, **injury**, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test:

15.2.1. for a **communicable disease**, or

15.2.2. any property insured hereunder that is affected by such **communicable disease**.

15.3. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage with the exception of the cover provided under Section 8 – Employers liability of this insurance

Section 1 - Material damage

Definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Alarmed premises

The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

All other contents

a) Personal effects, pedal cycles, tools, instruments and the like belonging to **employees**, principals, directors, customers and visitors to the extent that they are not more specifically insured.
We will not pay more than £750 in respect of any one person or for jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras or **money** or £250 for any one pedal cycle in respect of any one person.

b) Computer records, documents, manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss.

c) Patterns, models, moulds, plans and designs.

d) **Money** and securities of any description but for not more than £1,000 in total and subject to any specific exclusions in this insurance.

e) Wines, spirits, cigarettes and tobacco other than **stock** but for not more than £1,000 in total in respect of **damage** by theft (if insured).

f) Motor vehicles and their contents but only if they are not otherwise insured.

g) Rare books or works of art but for not more than £1,000 in total any one **period of insurance**.

Buildings *(Applies also to Section 2 - Business interruption)*

a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the **schedule**).

b) Landlords' fixtures and fittings in and on the buildings.

c) Small outside buildings, extensions, annexes, gangways.

d) Walls, car parks, roads, pathways and loading bays.

e) Services, meaning telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like extending from the buildings to the perimeter of the **premises** or to the public mains (including those underground).

Computer equipment

a) Computer equipment including fixed disks and interconnected wiring used for processing electronic data together with visual display units, printers and data carrying materials but excluding any such equipment controlling any manufacturing process.

b) Ancillary equipment solely for use with the computer equipment comprising air conditioning, cooling equipment, generating equipment, voltage regulating equipment, telecommunication links, electronic access equipment and temperature and humidity recording equipment.

c) Data carrying materials being current and back-up disks, tapes and other materials (excluding paper records of any description).

General contents

Machinery, plant, fixtures and fittings, tenants improvements, alterations, decorations, improvements, internal and external glass being part of the **buildings** not owned by **you** but for which **you** are responsible, office equipment and **all other contents**.

Intruder alarm system

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

Keyholder

You or any **responsible person** or keyholding company **you** authorise

a) to accept notification of faults or alarm signals relating to the **intruder alarm system**; and

b) to attend and allow access to the **premises**.

At least one keyholder must be available at all times.

Other property

Any other items of property not specifically insured above which **you** have advised to **us** and **we** have specified on the **schedule**.

Property insured

Buildings, general contents, all other contents, stock and **other property** at the **premises** (subject to any specific exclusions) all as defined below or more fully described in the **schedule** and all belonging to **you** or for which **you** are responsible but excluding

i) property which is more specifically insured; and

ii) 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 **general contents**.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Stock

Stock and materials in trade, work in progress, goods held in trust and finished goods for which **you** are responsible.

Section 1 - Material damage

Insuring clause

We will at **our** option pay for, repair or reinstate any **property insured** that sustains **damage** at the **premises** directly caused by any of the covers listed below provided they are shown as applying in the **schedule** during the **period of insurance.**

Our liability in any one **period of insurance** shall not exceed
a) the total sum insured; or
b) in respect of any item its sum insured; or
c) any other stated limit of liability.

Covers

1. **Fire, lightning and explosion** but not **damage** caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heat process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.

2. **Aircraft** or other aerial devices or articles dropped from them but not **damage** caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.

3 . **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but not **damage** arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
   iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.

4. **Earthquake or subterranean fire.**

5. **Storm** but not **damage**
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. **Flood** but not **damage**
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. **Escape of water** from any tank, apparatus or pipe but not **damage**
   i) by water discharged or leaking from any automatic sprinkler installation.
   ii) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by
   i) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days.
   ii) explosion, earthquake, subterranean fire or heat caused by fire.

9. **Impact** by any road vehicle or animal.

10. **Accidental damage** but not
    i) **damage** caused by
       a) any of the covers specified above.
       b) the causes expressly excluded from the covers specified above whether or not insured.
       c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.

Section 1 - Material damage

d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee**, but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
f) change in temperature, colour, flavour, texture or finish.
g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **damage** so long as it is not excluded above.
j) **pollution**.
k) normal settlement or bedding down of new structures.
l) acts of fraud or dishonesty.
m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
n) **damage** to a **building** or structure caused by its own collapse or cracking.
o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

ii) **damage** to
a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
b) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
d) glass.

11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the **schedule** including the cost of boarding up and any lettering and artwork.
b) **Damage** to
i) the contents of display windows;
ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
iii) electric light fittings; or
iv) neon and illuminated signs
as a direct result of glass breakage as defined under paragraph 11. a) provided that **our** liability shall not exceed £10,000 in total.

12. **Breakage of fixed sanitaryware** but not breakage or **damage**
i) in vehicles, vending machines or to **stock** in trade.
ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
iii) in transit or while being fitted.
iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
v) existing before the start of the **period of insurance**.
vi) of neon and illuminated signs and electric light fittings.
vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
viii) of bulbs or tubes unless the signs or fittings are also damaged.
ix) caused by fire or explosion.

13. **Theft or attempted theft** but not **damage**
i) which does not involve
a) entry to or exit from a **building** by forcible and violent means; or
b) actual or threatened assault or violence.
ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
iv) to property in transit.
v) to **money** and securities of any description.
For the purpose of this cover **building** does not include walls, gates, fences, yards, car parks, roads, pathways and loading bays.

Section 1 - Material damage

14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **damage**
    i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
    ii) caused by
        a) normal settlement or bedding down of new structures.
        b) settlement or movement of made up ground.
        c) coastal or river erosion.
        d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
    iii) which originated before the inception of this cover.
    iv) resulting from
        a) demolition, construction, structural alteration or repair of any property; or
        b) groundwork or excavation

        at the same **premises**.

    Special condition to cover 14
    a) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
    b) **We** shall then have the right to vary the terms or cancel this cover.

Excess

An **excess** applies to the covers under this section as shown in the **schedule**.

Clauses

1. **Designation**
   For the purpose of determining the heading under which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

2. **Additions**
   The insurance extends to include
   a) any newly acquired or built property which is not insured elsewhere; and
   b) alterations, additions and improvements to **property insured** but not increases in value

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

   Cover under this clause in any one situation is limited to 15% of the sum insured on **buildings** and **general contents** or £500,000 whichever is the lesser. **You** must advise **us** of all such additional property within 6 months and pay the appropriate additional premium from the date on which the items become **your** responsibility.

   Once the premium has been paid for the additional property, the provisions of this clause are reinstated.

3. **Professional fees**
   The sum insured for each **building**, block of flats and machinery item described in the **schedule** includes an amount for professional fees necessarily incurred in reinstating or repairing the **property insured** following **damage** covered by this section.
   We will not indemnify **you i**n respect of fees
   i) more specifically insured; or
   ii) incurred in preparing a claim.

4. **Automatic reinstatement after a loss**
   Unless **we** advise **you** to the contrary **our** liability shall not be reduced by the amount of any loss as long as
   a) **you** pay the appropriate additional premium for reinstatement of cover; and
   b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.

   If the **damage** is by theft (if insured), automatic reinstatement shall apply once in each **period of insurance**.

5. **Changes of temperature**
   We will pay for **damage** to the **property insured** caused by change of temperature resulting from **damage** to the refrigerating plant, air conditioning plant or connected electrical plant or apparatus as a result of the operation of an insured cover.

6. **Clearing of drains**
   We will pay for expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which **you** are responsible as a result of the operation of an insured cover.

Section 1 - Material damage

7. **Contract price**
If goods sold but not delivered for which **you** are responsible suffer **damage** and as a result the sale contract is cancelled either wholly or to the extent of the **damage**, **our** liability shall be based on the contract price for the purpose of average and the value of all goods to which this clause applies shall be calculated on the same basis.

8. **Contracting purchaser's interest**
If at the time of **damage**, **you** have contracted to sell **your** interest in any **building** insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this policy without prejudice to the rights and liabilities of **you** or **us** from the date of the **damage** until completion as long as the purchaser has not otherwise insured the **building** against such **damage**.

9. **Customers' goods**
If **you** have intimated to **your** customers that **you** have accepted responsibility for **damage** to their goods or goods for which they may be legally responsible and which are temporarily in **your** custody and control, **we** agree that all such goods shall be held to be insured by this policy as **stock** unless they are more specifically insured elsewhere.

10. **Debris including stock removal**
The sum insured for each item of **property insured** includes costs and expenses **you** necessarily incur with **our** consent for
a) removing debris from;
b) dismantling or demolishing;
c) shoring or propping up; and
d) boarding up
those parts of the **property insured** damaged by any cover insured. **We** will not pay more than the sum insured for each item.

We will not pay for any costs or expenses
i) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
ii) arising from **pollution** of property not insured by this policy; or
iii) in respect of **damage** which occurred before the granting of cover under this insurance.

11. **Exhibitions**
The insurance on **general contents** and **stock** applies also at any exhibition premises and while in transit to and from in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man subject to a maximum liability of £12,500 in any one **period of insurance**.
We shall not be liable for the first £250 of each and every loss.

12. **Fire extinguishing expenses**
We will pay the reasonable costs incurred by **you** for
a) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured **damage**.
b) extinguishing operations in order to minimise loss.
c) **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

13. **Fire extinguishing appliances**
If **you** maintain fire extinguishing appliances at the **premises**, **you** must ensure all appliances are in efficient working order and remedy promptly any defects.
Providing **you** do this, **we** agree **we** will not invalidate this policy because of any defect in any of the appliances due to circumstances unknown to or beyond **your** control.

14. **Interest**
It is understood that other parties may have an interest in certain **property insured** by this policy. The nature and extent of this interest must be disclosed in the event of **damage**.

15. **Non- invalidation**
This insurance shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to or beyond **your** control, provided that immediately **you** become aware of it **you** tell **us** and pay any additional premium required.

16. **Property at other locations**
This insurance applies to the following **property insured** while it is not on the **premises** except that
a) the insurance applies only if the property is not otherwise insured;
b) this extension applies only to **damage** occurring within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man; and
c) **our** liability for any one loss shall not exceed the limit shown.

Property and location
A. Documents, manuscripts and business books at any location and while in transit subject to a limit of £25,000.

B. **Stock** (excluding goods held in trust) at any location used by **you** for storage subject to a limit of
i) £25,000 in respect of theft or attempted theft; and

ii) 15% of the **stock** sum insured but not exceeding £500,000 in respect of other covers.

C. **Other property** (excluding vehicles licensed for road use) at any location to which the property has been temporarily removed for cleaning, renovation or repair and whilst in transit subject to a limit of
i) £25,000 in respect of theft or attempted theft; and
ii) 15% of the **other property** sum insured but not exceeding £500,000 in respect of other covers.

17. **European Union and public authorities**
Subject to the following special conditions, the insurance by this section extends to include the additional cost of reinstatement that may be incurred solely by reason of the necessity to comply with the stipulations of
a) European Union legislation, or
b) building or other regulations under or framed in pursuance of any Act of Parliament or public authority bye-law
in respect of the **damaged property insured** and any undamaged portions but excluding the following.
i) The cost incurred in complying with the stipulations
a) in respect of **damage** occurring before the inception of this clause;
b) in respect of **damage** not insured by the section;
c) under which notice has been served on **you** before the happening of the **damage**;
d) for which there is an existing requirement, which has to be implemented within a given period; or
e) in respect of property entirely undamaged by any insured cover.
ii) The additional cost that would have been required to make good the property **damaged** to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen.
iii) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with the stipulations.

Special conditions
1. The work of reinstatement must be commenced and carried out without unreasonable delay, and in any case must be completed within twelve months after the **damage** or within any further time that **we** may allow (during the twelve months), and may be carried out upon another site (if the stipulations require it) subject to **our** liability under this clause not being increased by this.
2. If **our** liability under any item of the section, apart from this clause, is reduced by the application of any of the terms and conditions of the policy, then **our** liability under the clause will be similarly reduced.
3. The total amount recoverable under any item of the section in respect of this clause will not exceed
i) in respect of the **damaged** property
a) 15% of its sum insured;
b) where the sum insured by the item applies to property at more than one premises, 15% of the total amount for which **we** would have been liable had the **property insured** at the **premises** where the **damage** has occurred been wholly destroyed; or
ii) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the **property insured** at the **premises** where the **damage** occurred been wholly destroyed.
4. The total amount recoverable under any item of the policy shall not exceed its sum insured.
5. All the terms and conditions of the policy, except where they are varied by this clause, will apply as if they had been incorporated in it.

18. **Re-erection**
The insurance within the limits of the sum insured for **general contents** includes the cost of re-erection and fixing machinery and plant because of **damage** covered by this policy.

19. **Reinstatement**
Subject to the following special conditions, the basis upon which **we** will calculate the amount payable in respect of **property insured** by all items, other than **stock**, motor vehicles and their accessories, pedal cycles and personal effects belonging to **employees**, directors, visitors and guests or rent, shall be the reinstatement of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose "reinstatement" means
a) the rebuilding or replacement of property **damaged** which may be carried out in any manner suitable to **your** requirements or on another site as long as **our** liability is not increased; or
b) the repair or restoration of property **damaged**.

Special conditions
1. **Our** liability for the reinstatement of property partly **damaged** shall not exceed the amount which would have been payable had such property been wholly destroyed.
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item exceeds its sum insured at the start of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
   a) unless reinstatement commences and proceeds as quickly as possible.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able.

20. **Rent**

If **we** cover rent of **buildings** which suffer **damage**, **we** will pay

a) in respect of rent receivable, the actual reduction in rent received solely in consequence of the **damage**.
b) in respect of rent payable, the amount of rent which continues to be payable by **you** in respect of the **building** or parts of the **building** whilst unfit for occupation in consequence of the **damage**.

Our liability shall be limited to the loss suffered within the period of rent insured as shown in the **schedule** which starts from the date of the **damage**.

For the purpose of average(General condition 5) the total value shall be the annual rent receivable or payable at the start of the **period of insurance**. This amount will be proportionately increased where the period of rent insured exceeds twelve months.

21. **Subrogation waiver**

In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against

a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**; or
b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.

22. **Theft cover**

Any cover in respect of theft includes

a) the cost of repairing **damage** to the **buildings** (whether or not the **buildings** are insured under this section) if **you** are responsible for the repairs and the **damage** is not otherwise insured; and
b) the reasonable expenses incurred in necessarily replacing locks to the **buildings** or safes and strongrooms
   i) following a hold-up accompanied by violence or threat of violence whilst such keys are in **your** personal custody or that of any of **your** directors, partners or authorised **employees**;
   ii) involving entry to or exit from the **premises** by forcible and violent means; or
   iii) involving entry to or exit from **your** residence or that of any of **your** directors, partners or authorised **employees** by forcible and violent means.

23. **Trace and access**

In the event of **damage** resulting from escape of water or oil as covered by this policy, **we** will pay

a) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good; and
b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

We shall not pay more than £10,000 or 10% of the sum insured by this section, whichever is the lesser.

24. **Workmen and alteration to the premises or business**

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but **we** have insured **you** on the basis of information supplied and cover under this policy will cease if

a) there are changes to the **premises** or the **building** in which it is located or to **your business** which may increase the risk of **damage**, liability, accident or injury; or
b) there are changes in the occupancy or use of the **premises**.

25. **Additional metered water or oil charges**

The insurance covers additional metered water or domestic heating oil charges **you** incur as a result of **damage** by an insured cover to the water installation or fixed heating installation at the **premises** insured by this policy.

We shall calculate the amount to be paid by comparing the charge made by the water suppliers for the period during which the **damage** occurred with the charges for the previous period, adjusted for any relevant factors affecting **your** consumption of water during the periods concerned.

This extension is not subject to any condition of average.

We shall not pay more than £10,000 in all in respect of any one **period of insurance** excluding the cost or value of metered water or heating oil lost when the **premises** are **unoccupied** or not in use.

26. **Minimum security condition**

The following is a conditon precedent to **our** liability.

a) All external doors at the **premises** and any internal doors leading to other premises must be secured by mortise deadlocks and box striking plates which conform to British Standard 3621 specification or by other locking devices agreed by **us**;
b) All opening sections of external ground floor windows and all other windows which are accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks.

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

No cover will be in operation for theft or attempted theft involving entry into or exit from the **premises** and malicious damage and fire caused by arson unless
a) the **premises** are protected to the minimum standard detailed above;
b) security devices stipulated are in full and effective operation whenever the **premises** are left unattended; or
c) the **premises** have been surveyed by one of **our** Risk Control Surveyors and **we** have accepted alternative levels of security.

27. **Computer system records**
It is a condition precedent to liability that computer systems records used in connection with the **business** are backed up on a daily basis with a copy being kept elsewhere than at the **premises**.

28. **Underground services**
We will pay for
a) accidental **damage** not otherwise excluded to underground water, gas, oil, drain or sewer pipes and underground electricity or telephone cables which extend from the **premises** to the public mains and for which **you** have responsibility for repair or reinstatement; and
b) **costs and expenses** incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers and similar underground service areas for which **you** are responsible in consequence of any cover insured by this section.

We will not pay more than £5,000 in any one **period of insurance**.

29. **Electrical circuits condition**
It is a condition precedent to liability that all electrical circuits are tested at least every five years by qualified electrical engineers and that any defects identified are remedied in accordance with the regulations of the Institute of Electrical Engineers.

30. **Seasonal stock increase**
Any sum insured in respect of **stock** is increased by 25% for the months of November and December and for a period of 30 days preceding Easter Day in each **period of insurance**.

Optional clauses

*(These apply only if stated in the **schedule**)*

31. **Automatic fire alarm**
We have given **you** a discount off the premium for this insurance because there is an automatic fire alarm installed on the **premises** and **you** undertake to keep the installation in efficient working order.

It is a condition precedent to **our** liability that **you**
a) make a test every day (holidays excepted) for the purpose of checking the condition of the batteries, the brigade connection and all detector circuits;
b) obtain promptly a quarterly report from the installing engineers and remedy any defect revealed and make the report available to **our** representatives when required;
c) advise the installing engineers immediately of any serious disablement, disconnection or temporary disuse of the installation (except during actual testing) and keep a note of this together with a note of the length of time the installation was not working for examination by **our** representatives when required;
d) notify **us** immediately of the removal of any automatic fire alarm installation for which a discount has been allowed and undertake to return a pro rata share of the discount for the unexpired time.

Providing **you** do this, **we** agree **we** will not invalidate this policy because of any defect in the automatic fire alarm installation due to circumstances unknown to or beyond **your** control.

32A. **Day one basis (non-adjustable)**
The insurance by the item(s) indicated in the **schedule** is subject to the following.

1. The premium on each item has been calculated on the declared value calculated by **you**.

"Declared value" shall mean **your** assessment of the cost of reinstatement of the **property insured** in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with allowance if required for
a) the additional cost of reinstatement to comply with public authority requirements;
b) professional fees; and
c) debris removal costs.

2. At the beginning of each **period of insurance**, **you** shall notify **us** of the declared value of the **property insured** by each of the item(s). In the absence of such declaration, **we** will take the last amount declared by **you** as the declared value for the next **period of insurance**.

3. Special conditions 2 and 4 of the Reinstatement clause are restated as follows.

   2. If at the time of **damage** the declared value of the property covered by such item is less than the cost of the reinstatement at the inception of the **period of insurance** then **our** liability for the **damage** shall not exceed that proportion which the declared value bears to the cost of reinstatement.

   4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able except that where claims are payable as if this clause had not been incorporated the sum(s) insured shall be limited to 115% of the declared value(s).

32B. **Day one basis (adjustable**)

The insurance by the item(s) indicated in the **schedule** is subject to the following.

1. The premium on each item has been calculated on the declared value calculated by **you**.
   "Declared value" shall mean **your** assessment of the cost of reinstatement of the **property insured** in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with allowance if required for
   a) the additional cost of reinstatement to comply with public authority requirements;
   b) professional fees; and
   c) debris removal costs.

2. At the beginning of each **period of insurance**, **you** shall notify **us** of the declared value of the **property insured** by each of the item(s). In the absence of such declaration, **we** will take the last amount declared by **you** as the declared value for the next **period of insurance**.

3. The premium calculated on the items is provisional. On expiry of each **period of insurance**, **we** will adjust the premium by 50% of the difference between
   a) the provisional premium at the beginning of the **period of insurance**; and
   b) the premium calculated for the subsequent **period of insurance**
   based on the terms which have applied during the period under adjustment.

4. For the purpose of paragraph 3 of this clause only
   a) If **you** cancel or do not renew the policy or any of the items, **you** shall tell **us** the declared value of the **property insured** by each of the item(s) which apply at the date of cancellation or non-renewal.
   b) If property has not been reinstated following **damage**, **you** shall tell **us** the declared value as though the property had not been **damaged**.
   c) If **you** do not tell **us** the declared value, **we** will charge an additional premium of up to 7.5% of the provisional premium.

5. Special conditions 2 and 4 of the Reinstatement clause are restated as follows.

   2. If at the time of **damage** the declared value of the property covered by such item is less than the cost of the reinstatement at the inception of the **period of insurance**, then **our** liability for the **damage** shall not exceed that proportion which the declared value bears to the cost of reinstatement.

   4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able except that where claims are payable as if this clause had not been incorporated the sum(s) insured shall be limited to 102% of the declared value(s).

33. **Foundations**

In respect of any sum insured on **buildings** subject to any condition of average, those parts of the foundations and incombustible floors of **buildings** (other than machinery foundations) more than 8 cms below the level of floors of the lowest storeys (whether such floors constitute the flooring of the basements or otherwise) are excluded from this insurance except where they are within a radius of 60 cms around and below any structural column or similar superstructure support.

34. **Metal workers**

The insurance on **general contents** and **stock** applies to the premises
a) of any machine maker, engineer, founder or other metal worker;
b) of any customer, agent, supplier or exhibition; or
c) of any sub-contractor

but not any **premises** occupied by **you** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man subject to a limit overall of 10% of the sum(s) insured on these items or £100,000 whichever is the less.

35. **Mortgagees**

The act or neglect of any mortgagor or occupier of any **building** insured which increase the risk of **damage** without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (parties) in this insurance as long as they notify **us** immediately on becoming aware of such increased risk and pay an additional premium if required.

36. **Sprinkler installations and fire extinguishing appliances maintenance**

We have given **you** a discount off the premium for this insurance because there are automatic sprinklers and fire extinguishing appliances installed on the **premises** and **we** hold details of these.

It is a condition precedent to **our** liability that **you** maintain both the automatic sprinklers and fire-extinguishing appliances in full working order at all times and **you** must

a) arrange a weekly test to check that the alarm gong is working and that the stop valves controlling the individual water supplies and the installation are fully open.
b) arrange quarterly or half-yearly tests if **we** require for the purpose of checking that each water supply is in order. **You** must record the results of each test.
c) arrange a weekly test to check the condition of the fire brigade connection and the batteries for each approved system for sending alarm signals from sprinkler installations to the fire brigade.
d) test every day (holidays excepted) to check the condition of the circuit between the alarm switch and the control panel.
e) remedy promptly any defect revealed by such tests.

Providing **you** do this, **we** agree **we** will not invalidate this policy because of any defect in any of the automatic sprinklers or appliances due to circumstances unknown to **you** or beyond **your** control.

37. **Stock declaration**

The insurance by the item(s) indicated in the **schedule** is subject to the following.

The first and annual premiums are provisional and at the end of each **period of insurance** the actual premium shall be calculated as follows.

a) **You** will tell **us** in writing as soon as possible the value of the property on the last day of each calendar month or each quarter as agreed with **us**. If **you** do not tell **us**, **we** shall take the maximum sum insured as the value declared.
b) At the end of each **period of insurance** the actual premium shall be calculated on the average amount insured i.e. the total of the values declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** shall pay **us** the difference. If it is less, **we** will refund the difference to **you** but only up to one third of the first or annual premium paid.

We will not reduce the sum insured by the amount of any loss as long as **you** pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the **period of insurance**.
It is a condition precedent to **our** liability that every insurance on the property be identical in wording with this insurance.

38. **Triennial valuation**

You undertake to provide **us** at inception and every three years with the separate values of

a) **buildings** and **general contents** in each **building** or group of **buildings** which **we** classify as a separate risk.
b) **stock** in each **building** or group of **buildings** which **we** classify as a separate risk.
c) **stock** in the open (if insured) based on the figure in **your** last annual stocktaking.

We will revise the rate applied to the insurance if the figures **you** provide differ from those which **we** last used to calculate the average rate.

Special conditions

*(These apply only if stated in the **schedule**)*

A. **Intruder alarm**

It is a condition precedent to **our** liability in respect of **damage** that

1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.
2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.
3. no alteration to or substitution of
   a) any part of the **intruder alarm system**;
   b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
   c) the maintenance contract

   shall be made without **our** written agreement.

4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** shall be made without **our** written consent.
5. the **alarmed premises** shall not be left without at least one **responsible person** on them without **our** agreement
   a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation; or
   b) if the police have withdrawn their response to alarm calls.
6. all keys to **the intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.
8. **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the **intruder alarm system** is activated or the communication signal interrupted then (unless alternative procedures have been agreed with **us** in writing) a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of **you** receiving any notice
    a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order

    you shall advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Special provision
It is a condition precedent to **our** liability that before **we** agree the alarm specification and maintenance contract arrangements, **you** shall comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

B. **Waste**
It is a condition precedent to **our** liability that all oily and/or greasy waste and used cleaning cloths which remain in the **buildings** overnight are kept in metal receptacles with metal lids and removed from the **building** at least once a week.

C. **Waste**
It is a condition precedent to **our** liability that all combustible trade waste and refuse is removed from the **buildings** every night.

D. **Waste**
It is a condition precedent to **our** liability that all combustible trade waste and refuse is swept up daily and kept in bags or bins and removed from the **buildings** at least once a week.

E. **Waste**
It is a condition precedent to **our** liability that all sawdust, shavings and other refuse is removed from the **buildings** every night.

F. **Waste**
It is a condition precedent to **our** liability that any combustible trade waste including oily and/or greasy wipes and cloths which remain in the **buildings** overnight are kept in metal receptacles having metal lids.

G. **Fireproof doors**
It is a condition precedent to **our** liability that all fireproof doors and shutters are kept closed except during working hours and will be kept in efficient working order during the currency of this section.

H. **Portable space heater**
It is a condition precedent to **our** liability that any portable space heater
a) is not sited in passageways and other places where it is liable to be overturned or subject to mechanical damage;
b) is not sited in areas where flammable atmospheres are habitually or intermittently present;
c) is not sited on combustible floors or surfaces; and
d) is kept clear of combustible materials and is provided with a guard to maintain a clear space of at least 1 metre around it.

I. **Premises inspection**
It is a condition precedent to **our** liability that
a) the **buildings** are examined at the end of each business day for smouldering matches, tobacco or other material;
b) the **employee** detailed to make the examination signs a daily report; and
c) the management checks these reports at least once a week.

Section 1 - Material damage

J. **Frying and cooking equipment**

It is a condition precedent to our liability that

1. any frying range together with the connecting flue pipe be securely fixed and well clear of or protected from contact with woodwork or other combustible materials.
2. the equipment is fitted with a thermostat which will prevent the temperature of oil or fat exceeding 205 degress Celsius (401 degrees Fahrenheit).
3. all extraction hoods, canopies, filters and grease traps are cleaned at least once a week.
4. all extraction ducts are cleaned at least once every three months.
5. any range and extraction equipment are cleaned and serviced at least annually by a qualified contractor.
6. crackling oily and greasy waste and cloths are removed from the **building** at the close of each business day.
7. the following are kept near the frying equipment and maintained in efficient working order.
   a) A fire blanket; and
   b) a portable fire extinguisher either foam (9 litres), carbon dioxide (2kgs), dry powder (4.5kgs) or wet chemical (6 litres).

Exclusions

This section does not cover

1. **Marine policies**

   Damage to property which is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

2. **Pollution and contamination**

   Damage caused by **pollution**.

   However, **we** will cover **damage** to the **property insured** caused by

   a) **pollution** which itself results from any cover insured (other than cover 10); or

   b) any cover insured (other than cover 10) which itself results from **pollution**

   provided it is not otherwise excluded.

3. **Consequential loss**

   Consequential loss of any kind except loss of rent when such loss is included in the cover under this section.

Section 2 – Business interruption

Definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Note 1
*To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.*
Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Buildings
See Section 1- Material damage.

Consequential loss
Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Customers
The companies, organisations or individuals with whom, at the time of the **incident**, **you** have contracts or trading relationships to supply goods or services.

Incident
Damage to property used by **you** at the **premises** for the purpose of the **business**.

Indemnity period
The period beginning with the occurrence of the **incident** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** shall be affected in consequence of the **incident**.

Maximum indemnity period
As stated in the **schedule**.

Other property
Any other items of property not specifically insured which **you** have advised to **us** and **we** have specified on the **schedule**.

Specified disease
Acute encephalitis, Acute poliomyelitis Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever

Insuring clause

If any **building** or **other property** used by **you** at the **premises** for the purpose of the **business** suffers **damage** by any of the covers specified in the **schedule** and there is a **consequential loss**, **we** will pay **you** in respect of each item in the **schedule** the amount of the loss provided that

1. at the time of the happening of the **damage** there is in force an insurance covering **your** interest in the property at the **premises** against such **damage** and that
   a) payment has been made or liability admitted; or
   b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.

2. **our** liability under this section shall not exceed
   a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in **schedule** at the time of the **damage**.
   b) the sum insured remaining after deduction for any other **consequential loss** occurring during the same **period of insurance** unless **we** have agreed to reinstate any such sum insured.

during the period of insurance

Covers

1. **Fire, lightning and explosion** but not **consequential loss** caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heat process or any process involving the application of heat.

Section 2 – Business interruption

iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.

2. **Aircraft** or other aerial devices or articles dropped from them but not **consequential loss** caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.
3. **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but not **consequential loss** arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
   iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.

4. **Earthquake** or **subterranean fire**.

5. **Storm** but not **consequential loss**
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. **Flood** but not **consequential loss**
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. **Escape of water** from any tank, apparatus or pipe but not **consequential loss**
   i) by water discharged or leaking from any automatic sprinkler installation.
   ii) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by
   i) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days.
   ii) explosion, earthquake, subterranean fire or heat caused by fire.

9. **Impact** by any road vehicle or animal.

10. **Accidental damage** but not
    i) **consequential loss** caused by
       a) any of the covers specified above.
       b) the causes expressly excluded from the covers specified above whether or not insured.
       c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
       d) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this shall not include subsequent **consequential loss** which itself results from a cause not otherwise excluded.
       e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
       f) change in temperature, colour, flavour, texture or finish.
       g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
       h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
       i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **consequential loss** so long as it is not excluded above.
       j) **pollution**.
       k) normal settlement or bedding down of new structures.
       l) acts of fraud or dishonesty.
       m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
       n) **damage** to a **building** or structure caused by its own collapse or cracking.
       o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
       p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

ii) **consequential loss** in respect of
- a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
- b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
- d) glass.

11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the **schedule** including the cost of boarding up and any lettering and artwork.

b) **Damage** to
- i) the contents of display windows;
- ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
- iii) electric light fittings; or
- iv) neon and illuminated signs

as a direct result of glass breakage as defined under paragraph 11a) provided that **our** liability shall not exceed £10,000 in total.

12. **Breakage of fixed sanitaryware** but not breakage or **consequential loss**
- i) in vehicles, vending machines or to stock in trade.
- ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
- iii) in transit or while being fitted.
- iv) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of six months after the date of completion.
- v) existing before the start of the **period of insurance**.
- vi) of neon and illuminated signs and electric light fittings.
- vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
- viii) of bulbs or tubes unless the signs or fittings are also damaged.
- ix) caused by fire or explosion.

13. **Theft or attempted theft** but not **consequential loss**
- i) which does not involve
  - a) entry to or exit from a **building** by forcible and violent means; or
  - b) actual or threatened assault or violence.
- ii) from any part of the **building** not occupied by **you** for the purpose of the **business**.
- iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
- iv) to property in transit.
- v) to **money** and securities of any description.

14. **Subsidence, ground heave or landslip** of any part of the site on which the property stands but not **consequential loss**
- i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
- ii) caused by
  - a) normal settlement or bedding down of new structures.
  - b) settlement or movement of made up ground.
  - c) coastal or river erosion.
  - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
- iii) which originated before the inception of this cover.
- iv) resulting from
  - a) demolition, construction, structural alteration or repair of any property; or
  - b) groundwork or excavation

  at the same **premises**.

Special condition applicable to cover 14
- a) **You** must notify **us** immediately **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- b) **We** shall then have the right to vary the terms or cancel this cover.

Section 2 – Business interruption

Clauses

1. **Alteration**
The insurance by this section shall be avoided if
a) the **business** is wound up, carried on by a liquidator or permanently discontinued; or
b) **your** interest ceases otherwise than by death
at any time after the commencement of this insurance unless **we** agree it may continue.

2. **Automatic reinstatement after loss**
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.

3. **Departments**
If the **business** is conducted in departments and their trading results can be calculated separately, clauses a) and b) of the item on **gross profit** or **revenue** shall apply separately to each department affected.

4. **Payments on account**
Payments on account will be made at **our** discretion during the **indemnity period** if desired.

5. **Prevention of access**
Consequential loss as a result of **damage** to property within one mile of the boundary of the **premises** which prevents or hinders the use of the **premises** or access to them shall be deemed to be an **incident**, provided that **our** liability in respect of any one occurrence does not exceed the total of the sum insured (or 133.33% of the estimated amounts) or any limit of liability shown in the **schedule** whichever is the less. We will not indemnify **you** for any interruption or interference lasting less than 12 hours.

6. **Utilities**
Consequential loss as a result of the accidental failure of the supply of electricity, gas or water at the **premises** or at the premises of any supply undertaking or as a result of **damage** to any of their pipes, stopcocks, meters, cabling and the like at the **premises** shall be deemed to be an **incident**, provided that **our** liability under this clause in respect of any one occurrence does not exceed the sum insured (or 133.33% of the estimated amount) shown in the **schedule**.
This extension does not cover **consequential loss**
i) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
ii) following any failure which does not involve a total cessation of supply for at least 30 minutes.

7. **Suppliers and customers**
Consequential loss as a result of **damage** at any **customer's** or supplier's premises within member countries of the European Union, Norway, Switzerland and Iceland shall be deemed to be an **incident**, provided that **our** liability under this clause shall not exceed 10% of the sum insured (or 133.33% of the estimated amount) shown in the **schedule** or £250,000 whichever is the less.

8. **Temporary removal**
Consequential loss as a result of **damage**
a) at any premises not occupied but used by **you** solely for storage purposes; or
b) to computer systems, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the **premises** and in transit by road, rail or inland waterway to and from the **premises**
in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man shall be deemed to be an **incident**, provided that **our** liability shall not exceed 15% of the total of the sums insured (or 133.33% of the estimated amount) or £250,000 whichever is the less.

9. **Removal of computer disks and tapes condition**
It is a condition precedent to liability in respect of any claim for **damage** to computer disks, tapes or other recording materials (excluding paper records) under this policy that copies of all computer disks, tapes or other recording materials are made each day and the copies removed from the **premises** and kept at a secure location on a daily basis.

10. **Murder, disease or public health closure**
Consequential loss as a direct result of:
a) murder, suicide or serious crime at the **premises**;
b) contagious or infectious human disease which is a **specified disease** (excluding acquired immune deficiency syndrome (Aids) or an Aids related condition), an outbreak of which a competent public authority has stipulated shall be notified to them, manifested by any person whilst at the **premises** or within a 5 mile radius of it;
c) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitaryware at the **premises**; or
d) food or drink poisoning contracted at the **premises**
shall be deemed to be an **incident**, provided that **our** liability under this extension in respect of each and every claim shall not exceed the sum insured stated in respect of this sub section in the **schedule**.

Section 2 – Business interruption

11. **Additional expenses - employees' lottery win**

We will indemnify **you** in respect of any additional expense **you** incur to prevent or limit a reduction in income during the **indemnity period** due to an **employee** or group of **employees** resigning from their posts within **your business** as a direct consequence of their securing a win in a lottery, including but not limited to

a) recruitment and additional overtime costs; and
b) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify **you** unless

a) the **employee** or group of **employees** resign within fourteen days from the date of the successful lottery win; and
b) the amount won by any one **employee** is not less than £100,000.

We will not pay under this extension more than £50,000 in any one **period of insurance**.

For the purposes of this extension only.

1. Indemnity period means the period during which the **business** results are affected due to an **employee** or group of **employees** resigning from their posts within **your business** as a direct consequence of their securing a win in a lottery, starting from the date of their first departure.
2. Maximum indemnity period means one month.
3. Lottery means
   a) UK National Lottery prize draws including scratchcards.
   b) UK National Football Pools (Littlewoods and Vernons).
   c) Euro Millions lottery.
   d) Irish National lottery.
   e) UK Premium Bond prize draws.

Optional clauses

*(These apply only if stated in the **schedule**)*

12. **Contract sites**

Consequential loss as a result of **damage** at any site in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which **you** do not occupy but where **you** are carrying out a contract shall be deemed to be an **incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed

a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
b) the amount

shown in the **schedule** as the limit.

13. **Specified customers**

Consequential loss as a result of **damage** at the premises of **customers** detailed in the **schedule** shall be deemed to be an **incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed

a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
b) the amount

shown in the **schedule** as the limit.

14. **Specified suppliers**

Consequential loss as a result of **damage** at the premises of suppliers detailed in the **schedule** shall be deemed to be an **incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed

a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
b) the amount

shown in the **schedule** as the limit.

15. **Transit**

Consequential loss as a result of **damage** to **your** property whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland shall be deemed to be an **incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed

a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
b) the amount

shown in the **schedule** as the limit.

We shall not be liable for any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

Exclusion

1. **Pollution and contamination**

We shall not be liable for loss resulting from **pollution**.

However, **we** will cover **consequential loss** caused by

a) **pollution** which itself results from any cover insured (other than cover 10); or
b) any cover insured (other than cover 10) which itself results from **pollution**

provided it is not otherwise excluded.

Appendix A – Gross profit (declaration-linked basis)

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Notes

1. *To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.*
2. *For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.*

Annual turnover

The **turnover** during the twelve months immediately before the date of the **incident**.

Estimated gross profit

The amount **you** declare to **us** as representing the **gross profit** which **you** anticipate will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (proportionately increased where the **maximum indemnity period** exceeds twelve months).

Gross profit

The amount of the **turnover** (net of discounts allowed), closing stock and work in progress less the amount of the opening stock, work in progress and **specified working expenses**.

N.B. For the purpose of this definition gross profit is as defined but the words and expressions used shall (subject to Note 2 above) have the meaning attached to them in **your** usual accounting methods, due provision being made for depreciation of stock and work in progress.

Limit of liability

133.33% of the **estimated gross profit** stated in the **schedule** and 100% of the sums insured on other items.
Our liability shall not be reduced by the amount of any loss as long as **you** agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Rate of gross profit

The rate of gross profit earned on the **turnover** during the financial year immediately before the date of the **incident**.

Specified working expenses

a) 100% of purchases (less discounts received).
b) 100% of discounts allowed.
c) 100% of bad debts written off.

Standard turnover

The **turnover** during that period in the twelve months immediately before the date of the **incident** 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 **incident** not occurred.

Turnover

The **money** paid or payable to **you** for goods sold or delivered and for services rendered in course of the **business** at the **premises**.

Claims - basis of settlement

The insurance by this item is limited to loss of **gross profit** not exceeding the **limit of liability** due to

a) reduction in **turnover**; and
b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in **turnover**, the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **incident** fall short of the **standard turnover**

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the total of
   a) the sum produced by applying the **rate of gross profit** to the amount of reduction thereby avoided; plus
   b) 25% of the sum insured by this item (but not more than £250,000)

Section 2 – Business interruption

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **incident**.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the **incident** in excess of the amount recoverable under clause b) above, necessarily and reasonably incurred to maintain the **business** during the **indemnity period**.

Memoranda

1. **Alternative premises**
   If during the **indemnity period** goods are sold or services carried out elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, **we** shall take into account the **money** paid or payable for such sales or services in arriving at the **turnover** during the **indemnity period**.

2. **Professional accountants**
   We will pay for professional accountants' charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the **limit of liability**.

3. **Renewal**
   You shall before each renewal tell **us** the **estimated gross profit** for the financial year most nearly concurrent with the next **period of insurance**.

4. **Premium adjustment**
   The first and annual premiums for **gross profit** are provisional and are based on the **estimated gross profit** for the financial year most nearly concurrent with the **period of insurance**.

   Within six months of the expiry of each **period of insurance**, **you** shall give **us** a declaration of the **gross profit** earned during the financial year most nearly concurrent with the **period of insurance** as confirmed by **your** auditors.

   If any **incident** has occurred giving rise to a claim for loss of **gross profit**, **we** shall increase the declaration for the purpose of premium adjustment by the amount by which the **gross profit** was reduced during the financial year solely in consequence of the **incident**.

   If the declaration (adjusted as above and proportionately increased where the **maximum indemnity period** exceeds twelve months)
   a) is less than the **estimated gross profit** for the relative **period of insurance**, **we** will allow a pro rata return of premium not exceeding 50% of such premium.
   b) is greater than the **estimated gross profit** for the relative **period of insurance**, **you** shall pay a pro rata additional premium.

5. **Uninsured standing charges**
   If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**), then in calculating the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges.

Section 2 – Business interruption

Appendix B – Gross revenue (declaration-linked basis)

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Notes

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

2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual revenue

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

Estimated revenue

The amount **you** declare to **us** as representing the **revenue** which **you** anticipate will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (proportionately increased where the **maximum indemnity period** exceeds twelve months).

Limit of liability

133.33% of the **estimated revenue** stated in the **schedule** and 100% of the sums insured by other items.
Our liability shall not be reduced by the amount of any loss as long as **you** agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Revenue

The **money** paid or payable to **you** in respect of the work done or services rendered in the course of the **business**.

Standard revenue

The **revenue** during that period in the twelve months immediately before the date of the **incident** 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 **incident** not occurred.

Claims - basis of settlement

The insurance by this item is limited to loss of **revenue** not exceeding the **limit of liability** due to

a) reduction in **revenue**; and

b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in **revenue** the amount by which the actual **revenue** during the **indemnity period** shall in consequence of the **incident** fall short of the **standard revenue**

2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the total of
   a) the amount of reduction in **revenue** thereby avoided; plus
   b) 25% of the sum insured by this item (but not more than £250,000)

less any sum saved during the **indemnity period** in respect of such charges and expenses of the **business** payable out of **revenue** as may cease or be reduced in consequence of the **incident**.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the **incident** in excess of the amount recoverable under clause b) above necessarily and reasonably incurred to maintain the **business** during the **indemnity period**.

Memoranda

1. **Alternative premises**
   If during the **indemnity period** goods are sold or services carried out elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, **we** shall take into account the **money** paid or payable for such sales or services in arriving at the **revenue** during the **indemnity period**.

Section 2 – Business interruption

2. **Professional accountants**
We will pay for professional accountants' charges you reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the limit of liability.

3. **Renewal**
You shall before each renewal tell **us** the **estimated revenue** for the financial year most nearly concurrent with the next **period of insurance**.

4. **Premium adjustment**
The first and annual premiums for **revenue** are provisional and are based on the **estimated revenue** for the financial year most nearly concurrent with the **period of insurance**.

Within six months of the expiry of each **period of insurance**, **you** shall give **us** a declaration of the **revenue** earned during the financial year most nearly concurrent with the **period of insurance** as confirmed by **your** auditors.

If any **incident** shall have occurred giving rise to a claim for loss of **revenue**, **we** shall increase the declaration for the purpose of premium adjustment by the amount by which the **revenue** was reduced during the financial year solely in consequence of the **incident**.

If the declaration (adjusted as provided above and proportionately increased where the **maximum indemnity period** exceeds twelve months)

a) is less than the **estimated revenue** for the relative **period of insurance**, **we** will allow a pro rata return of premium not exceeding 50% of such premium.
b) is greater than the **estimated revenue** for the relative **period of insurance**, **you** shall pay a pro rata additional premium.

Section 2 – Business interruption

Appendix C – Additional cost of working

Claims - basis of settlement

The insurance by this item is limited to additional cost of working due to additional expenditure and costs necessarily and reasonably incurred in order to minimise any interruption or interference with the **business** during the **indemnity period** but not exceeding the sum insured stated in the **schedule**.

Memorandum

1. **Professional accountants**
   We will pay for professional accountants' charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

Section 2 – Business interruption

Appendix D – Rent receivable

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Notes

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

2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual rent receivable

The **rent receivable** during the twelve months immediately before the date of the **incident**.

Rent receivable

The **money** paid or payable to **you** for accommodation and services provided in course of the **business** at the **premises**.

Standard rent receivable

The **rent receivable** during that period in the twelve months immediately before the date of the **incident** which corresponds with the **indemnity period**.

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

Claims - basis of settlement

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 in the cost of working

and the amount payable as indemnity shall be

1. in respect of loss of **rent receivable**, the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **incident** fall short of the **standard rent receivable**

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably 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** in consequence of the **incident** but not exceeding the reduction in **rent receivable** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **incident**.

However, if the sum insured by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced.

Memoranda

1. **Alternative trading clause**

If during the **indemnity period**, **you** or others on **your** behalf provide accommodation or services elsewhere than at the **premises** for the benefit of the **business**, **we** shall take into account the **money** paid or payable for such accommodation or services in arriving at the **rent receivable** during the **indemnity period**.

2. **Professional accountants**

We will pay for professional accountants' charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

3. **Return of premium**

If the **rent receivable** earned (proportionately increased where the **maximum indemnity period** exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any **period of insurance** as certified by **your** auditors is less than the sum insured, **we** will make a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such **period of insurance**. If any **incident** shall have occurred giving rise to a claim under this section, the return of premium shall be made in respect only of so much of the difference as is not due to the **incident**.

Section 2 – Business interruption

Appendix E – Research expenditure

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Notes

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

2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual research expenditure

The aggregate amount of the **research expenditure** incurred during the twelve months immediately before the date of the **incident**. **We** will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Insured amount per week

One-fiftieth part of the **research expenditure** incurred during the financial year immediately before the date of the **incident**.

Research expenditure

The total expenditure on research by **you** at the **premises** less the relative cost of raw materials consumed.

Claims - basis of settlement

The insurance by this item is limited to the loss sustained by **you** in respect of

a) **research expenditure** and

b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of **research expenditure**, for each working week in the **indemnity period** during which the activities of the **business** are in consequence of the **incident**
   a) totally interrupted or totally given over to the re-working of projects affected by the **incident** the **insured amount per week**; or
   b) partially interrupted or partially given over to the re-working of projects affected by the **incident**, an equitable proportion of the **insured amount per week** based upon the time rendered ineffective because of the **incident**

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred solely in consequence of the **incident** in order to minimise the interruption but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph 1 above for loss of **research expenditure** if no such increase in cost of working had been incurred

less any sum saved during the **indemnity period** in respect of such of **research expenditure** as may cease or be reduced in consequence of the **incident**.

However, if the sum insured by this item is less than the **annual research expenditure** (proportionately increased where the **maximum indemnity period** exceeds twelve months) the amount payable under paragraphs 1 and 2 above shall be proportionately reduced.

Section 2 – Business interruption

Appendix F – Loss of book debts

Additional definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section of the wording.*

Notes

1. *To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.*
2. *For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.*

Book debts

The financial amounts due to **you** but not yet paid in respect of goods or services supplied by **you** to **customers** on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances

Where there are monthly declarations, the total declared under the last statement adjusted for

a) bad debts;
b) amounts debited(or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of **damage**; and
c) any abnormal trade condition which had or could have a material effect on the **business**

OR

A reasonable estimate of the total outstanding debits at the date of the **damage** after adjustment for bad debts and as agreed between **you** and **us** provided that this estimate does not exceed 75% of the sum insured as set out in the **schedule**.

Claims - basis of settlement

The insurance by this item is limited to the loss not exceeding the sum insured sustained by **you** in respect of

a) loss of **book debts**; and
b) additional expenditure

and the amount payable as indemnity shall be

1. in respect of loss of **book debts**, the amount of total **outstanding debit balances** less the total of amounts of **outstanding debit balances** traced or received.

2. in respect of additional expenditure, the amount necessarily and reasonably incurred solely in consequence of the **incident** in order to trace and establish the amount of customer debit balances but the amount payable under this heading shall not exceed the additional amount that would have been payable under a) for loss of **book debts** if no such increase in additional expenditure had been incurred.

Memoranda

1. **Professional accountants**
   We will pay for professional accountants' charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

2. **Declaration**
   Within 30 days of the end of each calendar month, **you** will advise **us** in writing of the total amount of **outstanding debit balances** as shown in **your** accounts. If **you** do not advise **us**, **we** shall take the maximum sum insured as the total amount declared.
   At the end of each **period of insurance** the actual premium shall be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** shall pay **us** the difference. If it is less **we** will refund the difference to **you** but only up to one half of the first or annual premium paid.

3. **Automatic reinstatement**
   We will not reduce the sum insured by the amount of any loss as long as **you** pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the **period of insurance**.

Special condition

It is a condition precedent to our liability that

a) **your** books of account and other business books or records in which **you** record customer accounts are kept in fire resisting safes or cabinets when not in use; and
b) **you** must calculate the total of outstanding customers' accounts every month and keep a record of each month's total (including back-up copies of computer data) in a place other than at the **premises**.

Section 2 – Business interruption

Appendix G - Loss of Liquor licence Extension (operative if shown as insured on the policy **schedule**)

In the event of the forfeiture suspension or withdrawal of the **licence** in force in respect of the **premises we** will pay to **you**:

A. the loss of **gross profit** and the amount payable as indemnity shall be the aggregate of
   i. **Shortage in turnover** less t**urnover** from **alternative trading** multiplied by the **rate of gross profit**
   ii. **Additional Expenditure** less **Savings in Costs**

B. the reduction in the value of the **premises** if the Insured is unable to obtain a **licence** for a period of twelve months from the date of the forfeiture suspension or withdrawal of the **licence** and the Insured sells the **premises**

but not exceeding in respect of any loss £100,000 or any other limit of liability stated in the **schedule**.

Exclusions

We shall not be liable for loss arising from

1. such refusal to renew a **licence** as entitles **you** to claim compensation under any Statute
2. a) actual or proposed compulsory acquisition of the **premises**
   b) any scheme of town or country planning improvement or redevelopment
   c) redistribution reduction in number or extinguishment of **licences** as a result of war damage whether such loss be direct or indirect.
3. alteration after the commencement of the p**eriod of insurance** of the law governing the grant surrender renewal suspension forfeiture withdrawal or transfer of **licences** unless **we** confirm in writing that the insurance will apply after such alteration.
4. failure
   a) other than for good cause to keep open the **premises** during the permitted hours
   b) to comply with any direction or requirement of the licensing justices or other authority
   c) to maintain the **premises** in good sanitary and general repair.
5. refusal to renew or forfeiture of **licence** occasioned wholly or in part by any act or omission by **you** or by **your** failure to take all reasonable action to maintain the **licence** in force.
6. the removal suspension or failure to grant or renew any late night afternoon or morning extension of the standard opening hours (England and Wales) or Permitted Hours as defined in Section 53 of the Licensing (Scotland) Act 1976 unless such removal suspension or failure to grant or renew is ancillary to the **licence** being removed suspended or not renewed.

Definitions

Licence

The Justices Licence from time to time in force in respect of the Premises (England and Wales) or the **licence** granted pursuant to the Licensing (Scotland) Act 1976.

Turnover

The money paid or payable to **you** for goods sold and delivered and for services rendered in course of the **business** at the **premises**.

Indemnity period

The period beginning with the loss of the **licence** and ending not later than twelve months thereafter during which the results of the **business** shall be affected in consequence of the loss of **licence** provided that if the **premises** are disposed of within twelve months after the loss of **licence** the **indemnity period** shall terminate upon disposal.

Shortage in turnover

The amount by which the **turnover** during the **indemnity period** shall in consequence of the forfeiture suspension or withdrawal of the **licence** fall short of the **turnover** which but for the loss of **licence** would have been achieved during the **indemnity period**.

Turnover from alternative trading

The money paid or payable for goods sold and delivered and for services rendered during the **indemnity period** elsewhere than at the **premises** either by or on **your** behalf for the benefit of the **business**.

Gross profit

The amount by which the sum of the amounts of the **turnover** and **closing stock** shall exceed the sum of the amounts of the **uninsured working expenses** and opening stock.

(Note The amounts of the opening and closing stocks shall be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation The words and expressions used in the definition of **uninsured working expenses** shall have the meaning usually attached to them in the books and **your** accounts).

Rate of gross profit

The rate which but for the loss of **licence gross profit** would have borne to **turnover** during the **indemnity period** subject to the other circumstances clause.

Additional expenditure

The **additional expenditure** necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **shortage in turnover** which would have occurred but for that expenditure but not exceeding the reduction in **gross profit** thereby avoided.

Section 2 – Business interruption

Savings in costs
Any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the loss of **licence**.
Uninsured working expenses
Purchases and discounts relative thereto and bad debts.

Special Provisions
1. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
2. For the purpose of the definitions contained in this insurance any adjustment implemented in current cost accounting shall be disregarded
3. **Other Circumstances Clause** - in arriving at any figure subject to this clause regard shall be taken of the trend of the **business** and of all circumstances that affected the **business** either before or after the loss of **licence** or which would have affected the **business** had the loss of **licence not occurred**
4. **Professional Accountants' Charges** - **We** will pay the reasonable charges payable by **you** to their professional accountants for producing information required by **us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **your** accounts.

Special Conditions
1. **The Duties of the Insured**
   You shall give **us** written notice within forty-eight hours of receiving information whether oral or written that
   a) any notice caution or complaint has been given or made against the **premises** or the tenant manager occupier or **licence** holder or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever
   b) an application for renewal is to be opposed or that its consideration is adjourned or referred to the compensation authority or the **licence** holder is required to give any undertaking or structural alterations are required
   c) the **licence** holder has died become bankrupt absconded or been rendered incapable by sickness or other infirmity of carrying on business.
2. **Claims**
   Notwithstanding Claims Condition 2 of this policy **you** shall give **us** written notice within twenty-four hours of the forfeiture suspension or refusal to renew any **licence** or of any event likely to prejudice the **licence** coming to **your** knowledge stating (as far as **you** are able) the grounds on which any order was made or the particulars of such event and **we** shall be entitled to appeal in the **your** name against any such refusal to renew forfeiture or suspension and shall have full discretion in the conduct of any proceedings **You** shall give **us** all such assistance as **we** may require.

3. **Alterations**
   No alteration to the **premises** shall be made without the sanction of the licensing and other competent authorities and no application shall be made for the removal of the **licence** to other premises nor shall any offer be made to surrender or discontinue any **licence** without **our** written consent. **You** shall from time to time give all such information as **we** may require for any purpose connected with this insurance and the risk hereby insured against and any of **our** duly authorised representatives may at all reasonable times enter and inspect the **premises**.

4. **Our rights**
   We shall exercise against the tenant manager or occupier of any **premises** and the **licence** holder all rights powers and privileges which **you** may be entitled so to exercise and which may be calculated to protect any **licence** against loss or to protect **your** interest. **You** shall make all such applications including application to the Magistrates Court for a protection order and generally do all such acts or things which **you** may be entitled to do under the Licensing Acts or otherwise and which are calculated or intended to prevent the loss of any **licence** by non-renewal forfeiture or suspension. In the event of the death bankruptcy or incapacity of any tenant manager occupier or **licence** holder or if any such person shall abscond or be convicted of any offence **you** shall procure a suitable person to replace him and forthwith make application for the transfer of the **licence** or grant of the **licence** by way of renewal to such other person.

Section 3 – Money

Part 1 – Loss of money

Definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Alarmed premises

The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

Business hours

The usual working hours (including overtime) during which **you** or **your employees** entrusted with **money** are on the **premises** for the purpose of the **business**.

Estimated annual amount of money

Money excluding stamped National Insurance Cards, crossed cheques, crossed bankers drafts, crossed warrants, National savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices.

Intruder alarm system

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

Keyholder

You or any **responsible person** or keyholding company **you** authorise

1. to accept notification of faults or alarm signals relating to the **intruder alarm system**; and
2. to attend and allow access to the **premises**.

At least one keyholder must be available at all times.

Limits any one loss

As stated in the **schedule** in respect of the following.

1. Stamped national insurance cards, crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed money orders, crossed postal orders, crossed bankers draft, crossed warrants, national savings certificates, premium savings bonds, unused units in franking machines, credit company sales vouchers and VAT invoices.
2. **Money** other than as described in item 1 not contained in locked safes
   a) in **your premises** outside **business hours**.
   b) in the private houses of **your** principals or authorised **employees** or the premises of solicitors or authorised agents to the extent that **money** is not otherwise insured.
   c) in the custody of collectors for twenty four hours from the time of receipt or until the next working day whichever is the later.
3. **Money** other than as described in item 1 from locked safes outside **business hours**. **We** shall not be liable for loss of **money** from any safe or strongroom not listed in the **schedule** above a limit of £1,500 in total.
4. Any other loss of **money** other than as described in item 1 insured by this section.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Insuring clause

We will indemnify **you** in respect of the following.

1. Loss of or damage to **money**, **your** property or for which **you** are responsible, in the course of the **business** up to the **limit any one loss** stated in the **schedule** during the **period of insurance**
   a) in transit.
   b) in the custody of collectors for twenty four hours from time of receipt or until the next working day whichever is the later.
   c) on sites of contracts where **employees** are working.
   d) on the **premises**.
   e) at the private houses of **your** principals or authorised **employees** or the premises of solicitors or authorised agents, to the extent that **money** is not otherwise insured, up to a maximum amount of £500 for any one loss or any higher limit shown in the **schedule** for any one loss.
   f) deposited in any bank night safe and within bank premises until removed by a bank official, up to a maximum amount of £5,000 for any one loss or any higher limit shown in the **schedule** for any one loss.
   g) on the **premises** outside of **business hours** as shown in the **schedule**.
   h) on the **premises** outside of **business hours** in a locked safe or strongroom as shown in the **schedule**.
2. Loss of or damage following robbery or attempted robbery to any safe or strongroom at the **premises**, any container, case, bag or waistcoat used for the carriage of **money** or any stamp franking machine used for **your business**.

Section 3 – Money

3. **Damage** to clothing and personal effects (including up to £25 per person for personal **money**) belonging to **you** or any of **your** directors, partners or **employees** following robbery or any attempted robbery subject to a limit any one person of £500.

Special conditions

A. It is a condition precedent to **our** liability under item 3 of the **schedule** (**money** from locked safes outside **business hours**) that outside **business hours** the safes are kept locked and the keys of the safes are not be left on the **premises** unless

1. the **premises** are occupied by **you** or an authorised **employee**, in which case such keys if left on the **premises** must be kept in a secure place not in the vicinity of the safes; or
2. if the **premises** are **unoccupied**, the keys to the safe(s) detailed under item 3 on the **schedule** are placed in a separate locked safe or strongroom and the keys to this removed from the **premises**. In this event **our** maximum liability shall not exceed the limit of liability stated in the **schedule** under item 3 or £5,000 whichever is the less in respect of loss of **money**.

If **you** do not comply with this special condition, **we** will deal with any loss of **money** under Item 2 i) of the **schedule** (**money** not contained in locked safes in **your premises** outside **business hours**), provided that **our** maximum liability shall not in the aggregate exceed the **limit any one loss** stated in the **schedule**.

B. **Intruder alarm**
*(Applies only if stated in the **schedule**)*
It is a condition precedent to **our** liability in respect of **damage** that

1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.

2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.

3. no alteration to or substitution of
   a) any part of the **intruder alarm system**;
   b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
   c) the maintenance contract
   shall be made without **our** written agreement.

4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** shall be made without **our** written consent.

5. the **alarmed premises** shall not be left without at least one **responsible person** on them without **our** agreement unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation.

6. all keys to the **intruder alarm system** are removed from the **premises** when they are left unattended.

7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.

8. **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.

9. if the **intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with **us** in writing, a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.

10. in the event of **you** receiving any notice
    a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order
    you shall advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Section 3 – Money

Special provision
It is a condition precedent to **our** liability that before **we** agree the alarm specification and maintenance contract arrangements **you** shall comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Exclusions

We will not be liable for losses from the following.

1. By theft by any of **your** directors, partners or **employees**
   a) not discovered within fourteen working days of its occurrence; or
   b) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies.

2. Arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

3. From an unattended vehicle unless the vehicle is stolen at the same time or the vehicle is securely locked and **money** stored out of sight at the time of the loss.

4. Due to the dishonest acts of any person in **your** employment or service not discovered within fourteen days of the actual occurrence.
.
5. Due to falsification of accounts.

6. More specifically insured under another policy except for any amount in excess of the amount payable under this policy.

7. Arising from shortages due to error, omission, depreciation in value or the use of counterfeit **money**.

8. Of **money** or contents from any gaming or vending machine in excess of £500.

9. Arising from consequential loss of any kind.

10. **Damage** to **money** during transit by post (other than registered post).

11. Cryptocurrency or any other digital asset used as a medium of exchange.

Section 3 – Money

Part 2 – Personal injury (robbery)

Definitions

*Each time one of the definitions below is used in this section it will have the same meaning wherever it appears in this section or in the **schedule** in relation to this section. To help identify these words they appear in **bold** in this section wording.*

Bodily injury

Injury resulting solely and directly from accident caused by outward, violent and visible means which shall directly and independently of any other cause result in death or disablement.

Insured person

You or any director, principal, partner or **employee**.

Loss of limb

A. in the case of an upper limb, the physical severance of four fingers through or above the meta-carpo phalangeal joints or permanent total loss of use of an entire arm or hand.

B. in the case of a lower limb, the physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.

Loss of sight

Permanent and total loss of sight which will be considered as having occurred

A. in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **insured person** should see at 60 feet).

Medical expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges.

Permanent total disablement

Bodily injury (not resulting in **loss of limbs** or **loss of sight**) which is the sole and direct cause of the **insured person** being totally disabled and prevented from attending to any business or occupation, with proof satisfactory to **us** that such disablement has continued for 104 weeks from the date of the occurrence and will in all probability continue for the remainder of the life of the **insured person.**

Temporary total disablement

Bodily injury which is the sole and direct cause of the **insured person** being totally disabled and prevented from attending to their business or occupation.

Temporary partial disablement

Bodily injury which is the sole and direct cause of the **insured person** being partially disabled and prevented from attending to a substantial part of their business or occupation.

Insuring clause

a) **We** will pay the benefits stated in the **schedule** in respect of **bodily injury** sustained by the **insured person** as a result of robbery or attempted robbery arising in the course of the **business** and within two years resulting in the following.

1. Death.
2. **Loss of sight**.
3. **Loss of limbs**.
4. **Permanent total disablement** (other than by **loss of limbs** or **loss of sight**).
5. **Temporary total disablement** .
6. **Temporary partial disablement.**
7. **Damage** to clothing or personal effects belonging to **you** or any of **your employees** subject to a limit of £500 any one person.

b) **We** will reimburse **you** in respect of **medical expenses** necessarily incurred in the treatment of the **insured person** up to 15% of any amount paid under benefit 5 and 6.

during the period of insurance.

Section 3 – Money

Benefits

The benefits applicable are as stated in the **schedule**.

Limits of amounts payable

1. The benefit under item 5 and 6 shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.

2. If and when benefit becomes payable under any of items 1, 2 or 3, any weekly benefit being paid in connection with the same injury will cease.

3. **Permanent total disablement** shall have lasted for 104 weeks and have been proved to **our** satisfaction to be permanent and without expectation of recovery before benefit under item 4 becomes payable.

4. Payment of a claim under one of the items 1, 2, 3 or 4 will end the cover granted insofar as it applies to the **insured person** concerned.

5. No benefit shall be payable for more than one of the items 1, 2, 3 or 4 in respect of the same injury.

Special conditions

A. The cover under this part of the section applies only to persons between the ages of 16 and 70 years.

B. **Bodily injury** must occur in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Claims condition

a) **You** shall provide all certificates, information and evidence required by **us** in the form prescribed by **us** at **your** expense. The **insured person** shall as often as required submit to medical examination on **our** behalf and expense in connection with any claim. In the event of the death of an **insured person**, **we** are entitled to have a post mortem examination at **our** own expense.

b) **We** shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this section and **our** liability shall be discharged when **you** or **your** personal representative receive any compensation payable.

c) The **insured person** or their personal representative shall have no right to claim from or sue **us**.

d) If more than one party has an interest in the **insured person**, the benefit shall represent the total amount payable in respect of that **insured person** for all interests covered by this insurance.

Exclusions

We will not be liable for the following.

1. Loss arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2. Loss more specifically insured under another policy except for any amount in excess of the amount payable under this policy.

3. Loss arising from consequential loss of any kind.

4. No benefit shall be payable in respect of death or disablement consequent upon aggravated or prolonged by any pre-existing physical or mental defect, infirmity, pregnancy or childbirth.

Section 4 – Trade all risks

Definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Alarmed premises

The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

Intruder alarm system

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

Keyholder

You or any **responsible person** or keyholding company **you** authorise

1. to accept notification of faults or alarm signals relating to the **intruder alarm system**; and
2. to attend and allow access to the **premises**.

At least one keyholder must be available at all times.

Property insured

Property belonging to **you** or for which **you** are responsible as set out in the **schedule**.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Territorial limits

The limits chosen by **you** and shown in the **schedule** attaching to this policy.

A. At **your business premises**;
B. Anywhere in the UK;
C. Anywhere in the EU; or
D. Anywhere in the world.

Insuring clause

We will indemnify **you** for **damage** by any cause not specifically excluded to **property insured** set out in the **schedule** anywhere in the **territorial limits**, provided the **damage** occurs within the **period of insurance** and subject to the limits specified in the **schedule**.

Clauses

1. **Interest**

It is understood that other parties may have an interest in certain **property insured** by this policy. The nature and extent of this interest must be disclosed in the event of **damage**.

2. **Subrogation waiver**

In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against

a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.
b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.

3. **Reinstatement**

Subject to the following special conditions, the basis upon which **we** will calculate the amount payable in respect of **property insured** by all items, other than stock or rent, shall be the reinstatement of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose reinstatement means

a) the rebuilding or replacement of property damaged which may be carried out in any manner suitable to **your** requirements or on another site as long as **our** liability is not increased; or
b) the repair or restoration of property damaged.

Special conditions

1. **Our** liability for the repair or restoration of property partly damaged shall not exceed the amount which would have been payable had such property been wholly destroyed.

2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item exceeds its sum insured at the start of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
   a) unless reinstatement commences and proceeds as quickly as possible.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the **property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able.

NB: This clause does not apply to claims for **employees**, principals' or directors' personal effects.

Special condition

*(Applies only if stated in the **schedule**)*

A. **Intruder alarm**

It is a condition precedent to **our** liability in respect of **damage** that

1. the **alarmed premises** are protected by the **intruder alarm system** whenever they are closed for business or left unattended.

2. the **intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.

3. no alteration to or substitution of
   a) any part of the **intruder alarm system**;
   b) the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**; or
   c) the maintenance contract

   shall be made without **our** written agreement.

4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **intruder alarm system** shall be made without **our** written consent.

5. the **alarmed premises** shall not be left without at least one **responsible person** on them without **our** agreement unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation.

6. all keys to **the intruder alarm system** are removed from the **premises** when they are left unattended.

7. the **keyholders** will keep all codes for the operation of the **intruder alarm system** secret and will not leave details of them on the **premises**.

8. **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.

9. if the **intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with **us** in writing, a **keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.

10. in the event of **you** receiving any notice
    a) that police response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order

    you shall advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Section 4 – Trade all risks

Special provision
It is a condition precedent to **our** liability that before **we** agree the alarm specification and maintenance contract arrangement, **you** shall comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Exclusions

We will not pay for the following.

1. Any consequential loss.

2. Financial loss caused by the loss of use or malfunction of the **property insured**.

3. **Damage** arising from
   a) faulty or defective design materials, inherent vice or latent defect.
   b) mechanical, electrical, electronic, computer breakdown, failure or derangement.
   c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause.
   d) process of cleaning, restoring or repairing.
   e) process of production, packing, treatment, testing or commissioning.
   f) confiscation or detention by Customs or government officials.
   g) disappearance or shortage identified only by stocktaking.
   h) riot, civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

4. **Damage** resulting from theft or attempted theft or unexplained disappearance or shortages
   a) from an unattended vehicle unless the item stolen is stored in a locked boot; or
   b) of **property insured** which is unattended unless there is forcible and violent entry or exit.

5. **Damage** to
   a) **property insured** loaned or hired out by **you**.
   b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the **property insured** was being transported.
   c) **property insured** left in the open by theft, attempted theft, storm or flood.
   d) **property insured** carried on the outside of vehicles unless as a direct result of collision or overturning.

6. **Damage** caused by **pollution**.
   However **we** will cover **damage** to the **property insured** caused by
   a) **pollution** which itself results from fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or
   b) any of the above named covers which itself results from **pollution**
   provided it is not otherwise excluded.

7. **Damage** occurring outside the **territorial limits**.

8. The **excess** shown in the **schedule**.

Section 5 - Goods in transit

Definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

High value property

Cigars, cigarettes and tobacco, non-ferrous metals, wines and spirits, clocks and watches, photographic equipment, furs, jewellery, gold, silver, precious stones and precious metals, radio, TV, hi-fi and video equipment, computers, mobile phones, video tapes, cassettes, CDs and DVDs, antiques and works of art belonging to **you** or for which **you** are responsible.

In transit

The period of time beginning when the **property insured** comes under the control of the carrier and ending when it is delivered. This will include loading, temporary housing en route for a period not exceeding 30 days and unloading. This will also include return transits to **you** from **your** customers.

Property insured

Goods or merchandise belonging to **you** or for which **you** are responsible incidental to the **business**. This excludes any property carried for hire or reward.

Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including direct sea or air transit between these territories.

Vehicle

Vehicle including any trailer attached to it.

Insuring clause

We will at **our** option indemnify **you** by payment or reinstatement for accidental damage to the **property insured** while **in transit** within the **territorial limits** from any of **your premises** whilst being carried by **vehicles** operated by **your** hauliers, rail or by parcel post during the **period of insurance**.

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We will not pay more than the limits shown in the **schedule** and **you** will be responsible for any **excess** that applies.

Extensions

We will extend this section to cover the following.

1. Extra costs and expenses necessarily incurred in reloading onto any vehicle any **property insured** which has fallen from the **vehicle** and removing debris of the **property insured** following **damage** which is not excluded or following accident to the **vehicle**.
   Our limit of liability will not exceed £2,500.

2. **Damage** to containers, tarpaulins, ropes, chains and other fastenings owned by **you** or in **your** charge and control while carried on any **vehicle**.

3. **Damage** to the personal effects of the driver and his attendant up to a maximum amount of £500.
   We will not be responsible for the first £25 of each claim.
   We will not indemnify **you** or **your** driver for **damage** to any item insured by any other policy.

4. Expenses reasonably incurred for which **you** are responsible in transferring the **property insured** to any other vehicle following fire, collision, overturning or impact of the **vehicle** including carrying the **property insured** to the original destination or to place of collection.

5. Costs and expenses reasonably incurred by **you** in re-securing the **property insured** following a dangerous movement of the load **in transit** for an amount not exceeding £500 any one event.

6. Any vehicle used temporarily in substitution of any **vehicle** referred to in the **schedule** applicable to this section whilst it is out of use for maintenance, repair or official vehicle testing. Any substitute vehicle will be subject to the terms applicable to the original **vehicle**.

Section 5 - Goods in transit

Special conditions

A. **Due care**

It is a condition precedent to **our** liability under this section that

1. in respect of any **vehicle you** own or operate under **your** control that
   a) it is maintained in an efficient and roadworthy condition and is regularly serviced with particular attention to the roadworthiness of steering, brakes, tyres, lights and all security devices fitted;
   b) all protective devices specified in the **schedule** and all other security devices fitted are properly maintained and not changed without **our** written agreement; and
   c) whenever the **vehicle** containing the **property insured** is left unattended
      i) all doors and boot are locked and all windows and other openings are securely closed; and
      ii) all protective devices are put into operation.
2. **you** take all reasonable care in the selection and employment of drivers and should obtain satisfactory written references as to their ability, integrity and honesty from two previous employers before **property insured** is entrusted to them.
3. **you** ensure the reasonable monitoring of the performance of **your** drivers and attendants is carried out.
4. **you** take due care to make sure that each package or parcel insured is securely and adequately packed according to the nature of the goods and that each package or parcel is correctly and fully addressed. **You** should obtain proper receipts from the postal and rail authorities and any other carrier and keep them for **our** inspection at any time.

B. **Alarm**

*(Applies only if stated in the **schedule**)*

We will not be liable for any **damage** by theft or attempted theft from any unattended **vehicle** unless the alarm system

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

Claims condition

a) **You** should keep any merchandise or package for which **you** are making a claim together with its packaging as far as possible in the same state as delivered so **we** or any person authorised by **us** can inspect it.

b) **You** shall assist **us** at **our** expense in providing details of any claim against carriers or others for any **damage** for which **we** shall be liable.

c) If **we** ask, **you** shall assign the claim against the carriers or others to **us** so **we** can make the claim in **our** own name.

d) Once a claim has been paid, any compensation recovered from the carriers or others for any **damage** shall belong to **us**, except that any amount recovered in excess of the sum paid by **us** as compensation shall belong to **you**.

e) Once a claim has been paid, the property for which payment is made shall belong to **us**.

Exclusions

We will not be liable for **damage**

1. to **money**, deeds, bonds, documents, manuscripts, business books and computer system records, patterns, moulds, models, designs, plans.

2. to **high value property** unless specifically insured.

3. to livestock or other living creatures.

4. to explosives or goods of a dangerous nature.

5. to tools of trade.

6. caused by deterioration due to change in temperature of **property insured** carried in a chilled, refrigerated, frozen or insulated condition unless caused by an accident to the **vehicle**.

7. caused by

Section 5 - Goods in transit

a) wear and tear, gradual deterioration, contamination, depreciation, evaporation, leakage spillage or shortage of weight, inherent vice, insects, mildew, vermin or nature of the **property insured**;
b) normal atmospheric conditions where the **property insured** is on an open vehicle unless it is properly protected;
c) mechanical, electrical, electronic, computer breakdown, failure or derangement unless external **damage** occurs first to the **property insured**;
d) delays, loss of market or other consequential loss;
e) not making full and complete declarations or not getting receipts for parcels, packages or consignments.

8. resulting from theft or attempted theft or unexplained disappearance
   a) from an unattended **vehicle** unless the item stolen is stored in a locked boot; or
   b) of **property insured** which is unattended unless there is forcible and violent entry or exit.

9. caused by strikes, riots, civil commotion and malicious damage in Northern Ireland.

10. to **property insured** carried on vehicles other than those listed in the **schedule**.

11. to **property insured** in any **vehicle you** own or which is in **your** custody or control while it is being used for private purposes outside the normal course of **your business**.

12. caused by nationalisation, confiscation, requisition or destruction by order of any government, public or local authority.

13. to **property insured** arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the **vehicle**.

14. to **property insured** more specifically insured.

Section 6 – Computer breakdown

Definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Breakdown
Damage to an item of **equipment** resulting from the actual breaking, distortion or electrical burn-out of any part whilst in use at the **premises** arising from defects in the item of **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 **equipment**.

We shall not be liable for breakdown of any **equipment** that is not the subject of a maintenance contract with a competent computer maintenance firm, affording free parts and free labour for repairs necessitated by breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any **equipment** whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

Computer virus
Any software program routine code or system or any part thereof which causes loss, distortion, destruction, corruption of or restricted access to any information data program routines or software forming part of any computer media.

Equipment

a) Computer equipment including fixed disks and interconnected wiring used for processing electronic data together with visual display units, printers and data carrying materials but excluding any such equipment controlling any manufacturing process.

b) Ancillary equipment solely for use with the computer equipment comprising air conditioning, cooling equipment, generating equipment, voltage regulating equipment, telecommunication links, electronic access equipment and temperature and humidity recording equipment.

c) Data carrying materials being current and back-up disks, tapes and other materials (excluding paper records of any description).

Insuring clause

We will indemnify **you** for **damage** to the **equipment** insured as stated in the **schedule** due to **breakdown** occurring whilst the **equipment** is at **your premises** during the **period of insurance**.

Extensions

1. **Incompatibility of computer records**
In the event of a claims settlement resulting in the replacement of **equipment** insured with **equipment** which is incompatible with **your** undamaged computer data and programme records, **we** will indemnify **you** for
   a) the costs of modification of the **equipment**; or
   b) the costs of replacing or reinstating programmes or data necessarily and reasonably incurred with **our** consent to achieve compatibility.
We will not pay more than £10,000 under this extension.

2. **Increased costs of working/reinstatement of data**
In the event of
   a) **damage** for which **we** are liable above, or would be liable but for the application of any excess, which causes interruption or interference with the computer operations of the **business** for a period of at least 24 consecutive hours;

   b) total or partial failure for a period of at least 30 consecutive minutes of the supply of electricity to the **premises** which is not caused by a deliberate act of the supply undertaking, unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system, or by a scheme of rationing, unless necessitated solely by physical damage to a part of the supply undertaking's system;

   c) total failure for a period of at least 30 consecutive minutes of the electricity supply to an item of **equipment** resulting from sudden and unforeseen **damage** to the distribution equipment within the **premises**;

   d) total failure for a period of at least 24 consecutive hours of the supply of telecommunication services at the **premises** which is not caused by a deliberate act of the supply authority, unless performed for the sole purpose of protecting their equipment, or by **your** use of machinery and **equipment** which is not accepted by the telecommunications authority as properly installed and compatible with the telecommunications system;

   e) the accidental or malicious erasure, destruction, distortion or corruption of data or programmes on the **equipment** resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programmes directly resulting from pre-existing faults in or unsuitability of programmes or computer systems

software and also excluding losses caused by a malicious act and discovered later than twelve months after the loss was initiated; or

f) prevention or hindrance of the use of or access for a period of at least 24 consecutive hours to an item of **equipment** caused by **damage** of any property at or in the vicinity of the **equipment** within the **premises**

we will indemnify **you** for
a) the increase in cost of working; and
b) the cost of replacement of and reinstatement of data on to data carrying media
and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the **business** which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence and ending not later than the indemnity period stated in the **schedule** immediately thereafter during which the results of the **business** are affected.

This indemnity includes the reasonable charges payable by **you** to **your** professional accountants or auditors for producing any particulars or details or any other proofs, information or evidence as may be required under the claims conditions and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents.

We will not pay more than the amounts stated in the **schedule** for
a) increased cost of working excluding the costs of reinstatement of data and replacing data carrying media; or
b) the costs of reinstating data and programmes and replacing data carrying media.

3. **Consulting engineers' fees and claims investigation costs**
We will indemnify **you** for all costs incurred with **our** consent, including consulting engineers' fees, in investigating possible repairs (whether or not successful) or the reinstatement of an item of **equipment** but not the costs of preparing any claim.
We will not pay more than £5,000 in total in respect of such fees and costs.

4. **Temporary repairs and expediting permanent repairs**
We will indemnify **you** for the reasonable additional expenses incurred with **our** consent in making a temporary repair or in carrying out a permanent repair to an item of **equipment**.
Our liability under this extension shall not exceed £25,000 or 50% of the cost of such damage whichever is the lesser.

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5. **Removal of debris/protection from further damage**
We will indemnify **you** for the costs and expenses necessarily incurred with **our** consent in
a) removing debris, dismantling or demolishing any part of an item of **equipment** which has sustained **damage** insured under this section; and
b) protecting any part of an item of **equipment** whether damaged or not provided that this is necessitated by insured **damage**.
We will not pay more than £10,000 in total in respect of this extension.

6. **Additional rental charge**
If, as a direct result of **damage** insured, the lease or hire contract in force at the time of the accident in respect of the damaged **equipment** is cancelled by the owners of the **equipment** and replaced by a new one in respect of similar property to that damaged but at a rental charge rate above that payable under the cancelled contract, **we** will indemnify **you** for the additional rental charges to be paid during the two years commencing from the time of such **damage**.
We will not pay more than £25,000 in total in respect of this extension.

7. **Refilling charges**
We will indemnify **you** for the cost of refilling the cylinders of any gas-flooding systems installed solely for the protection of the computer **equipment** arising out of the accidental discharge of such system.
We will not pay more than £5,000 in total in respect of this extension.

8. **Additions**
The insurance extends to include additions to **equipment** occurring after the commencement of the **period of insurance** up to next renewal provided that this cover shall not exceed 10% of the total sum insured on **equipment** or £30,000 whichever is the lesser.

9. **Anti-theft device**
We will indemnify **you** to replace or repair any anti-theft device which is permanently fitted to **equipment** following **damage** covered under this section.
We will not pay more than £5,000 in total in respect of this extension.

Section 6 – Computer breakdown

Basis of settlement

1. In respect of **damage** to an item of **equipment** for which, at the time of the **damage**, all parts are obtainable from its manufacturer or the agent or factors of the manufacturer at list prices, the basis of the cover **we** will provide shall be reinstatement of the property damaged and this shall mean
   a) its replacement by similar **equipment** in a condition equal to but not better or more extensive than its condition when new; or
   b) the repair of the **damage** and the restoration of the damaged portion of the **equipment** to a condition substantially the same as but not better or more extensive than its condition when new

   subject to the following.
   i) The work must be carried out as quickly as possible.
   ii) If at the time of repair or reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if all **equipment** had been destroyed or damaged exceeds its sum insured**,** the amount payable shall be proportionately reduced.
   iii) **Our** liability shall not exceed the sum representing the cost which could have been paid if the **equipment** had been wholly destroyed.

2. In respect of **damage** to **equipment** not falling within the terms of 1 above, the basis of the cover **we** will provide will be
   a) the cost of replacement by similar property of similar capacity in a condition equal to but not better or more extensive than its condition when new;
   b) if all the necessary parts to repair the **damage** are obtainable from the manufacturer, their agent or factor at list prices, the cost of repair of the **equipment**; or
   c) if all the necessary parts to repair the **damage** to the **equipment** are not obtainable from the manufacturer, their agent or factor at list prices, the cost of an equivalent repair to similar property of similar capacity for which all spare parts are obtainable at list prices.

   subject to the following.
   i) The work of replacement or repair must be carried out as quickly as possible.
   ii) If, at the time of repair or reinstatement, the sum representing 85% of the cost which would have been incurred in reinstatement if all **equipment** had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.
   iii) **Our** liability shall not exceed the sum representing the cost which could have been paid if the **equipment** had been wholly destroyed.

Limit of indemnity

We will not pay more than the sum insured against any one item of **equipment** or in total the sum insured stated in the **schedule** plus any extra amounts for which **we** are liable under the extensions specified above.

Special condition

1. **Precautions**
   You shall at all times take precautions to maintain in efficient working condition and available for immediate use any standby or spare machinery or any other loss-minimising factors in existence when this insurance was first effected.

Exclusions

We will not provide cover for the following.

1. Repair or replacement necessitated solely by wasting, wearing away or wearing out caused by or resulting from ordinary use or working, rusting or gradual deterioration of any part of an item of property but **we** shall be liable for the cost of **damage** insured by this section resulting from such causes.

2. Increase in cost of working incurred as a result of
   a) temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions.
   b) failure of any satellite before it attains its full operating function or whilst in or beyond the final year of its design life.

3. Prototype **equipment**.

4. **Equipment** more than 10 years old at inception of the policy.

5. Loss of use of **equipment** or any other consequential loss except as provided for under extension 2.

6. Any loss recoverable under any guarantee, maintenance, rental, hire or lease agreement or contract.

7. The **excess** shown in the **schedule**.

8. **Damage**, liability or expense arising from a **computer virus**

Section 7 – Frozen foods

Definitions

*The following words will have the same meaning wherever they appear in this section or in the **schedule** relating to this section. To help identify these words they will appear in **bold** in the section wording.*

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**. This does not cover the failure of flanged, screwed or flat joints of any description.
3. **Damage** by frost to the condenser, cylinder, compressor and any water jackets if such **damage** renders the **refrigeration 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.

Insuring clause

We shall 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

a) in the **refrigerating plant** detailed in the **schedule**; and
b) elsewhere in **your 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** of 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**.

during the period of insurance.

Exclusions

1. **We** will not be liable for loss resulting from
   a) any interruption to the supply of electricity which does not exceed four consecutive hours.
   b) any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any such 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.

2. 10% of each and every loss (minimum £100) after the application of the General condition of average in the event of **damage** involving **refrigerating plant** over 5 years old at the time of such **damage**.

Special condition

Maintenance

On the expiry of any guarantee period, **you** shall

a) effect a maintenance contract on any of the **refrigerating plant** which does not have hermetically sealed motors and compressors;
b) maintain the maintenance contract throughout the currency of this insurance; and
c) 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 8 – Employers' liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

1) All sums which **you** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **injury** sustained by an **employee** of y**ours** arising out of and in the course of their employment or engagement by **you** and caused during the **period of insurance** stated in the **schedule** in connection with the **business** and occurring within the geographical limits given below.
2) All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which may be covered by this policy.
3) The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **your employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** which may be covered by this policy.

Geographical limits

a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
b) whilst temporarily outside the countries named in (a) provided that any such **employee** is
   (i) ordinarily resident in any of the aforesaid countries
   (ii) engaged in non-manual work

Limit of indemnity

The most **we** will pay under this section in respect of any one claim against **you**, or series of claims against **you** arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the **limit of liability** stated in the **schedule**.

Rights of recovery

The cover granted by section 8 of this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain Northern Ireland the Channel Islands Isle or the Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law

Exclusions

These apply in addition to the general exclusions.

We shall not indemnify **you** under this section against liability for **injury** sustained by any **employee** of **yours**

i) in respect of which compulsory insurance or security is required to be arranged by **you** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
ii) whilst **offshore**

If **we** are required by compulsory insurance regulations to make a payment in respect of **injury** occurring **offshore** then the limit of indemnity of £5,000,000 any one occurrence shall apply

Extensions

These apply in addition to the general extensions

1. Unsatisfied court judgements

Where a judgement for damages has been obtained by any **employee** or the legal personal representatives of any **employee**

a) in respect of **injury** sustained by the **employee** arising out of and in the course of employment by **you** in the **business**
b) against any company or individual operating from or resident in premises within the geographical limits in any court situate in the geographical limits

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at **your** request **we** will pay to the **employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

a) there is no appeal outstanding
b) if any payment is made by **us** the **employee** or the said legal personal representatives shall assign the judgement to **us**
c) this section (section 8) of the policy is operative at the time that such **injury** is caused
d) **our** liability for damages costs and expenses shall not exceed the amount stated as the limit of indemnity in the **schedule**

We will not cover any judgment where an appeal remains outstanding.

Section 8 – Employers' liability

2. Indemnity to principal

We will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, **property**, to the extent that any contract or agreement entered into by **you** with any principal so requires.

Provided that

a) payment would been made against **you**
b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
c) No payment will be made by **us** in respect of liquidated damages or under any penalty clause;
d) payment made by **Us** under section 8 shall only apply in respect of liability to any person who is an **Employee**.

3. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **You** are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

a) any related claim against **You** for damages remains unsettled; and
b) in the opinion of the legal representatives acting for **You** an appeal is more likely than not to succeed; and

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

a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
b) any circumstances for which cover is provided by any other insurance;
c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
d) proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

4. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

a) £250 for **you** or any of the directors or partners of **yours**
b) £100 for any **employee**

5. Offshore

If **we** are required by compulsory insurance regulations then **we** will make a payment in respect of **injury** occurring **offshore**. The amount **we** will pay **you** or on **your** behalf shall be limited to £5,000,000 any one occurrence.

6. Terrorism

Injury as a result of **terrorism** to any **employee** of **yours** which arises out of and in the course of employment or engagement by **you**. The amount **we** will pay **you** or on **your** behalf shall be limited to £5,000,000 any one occurrence.

Section 9 – Public liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

1) All sums which **you** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
   a) Accidental **injury** to any person;
   b) Accidental physical loss of, or physical damage to property;
   c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
   d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;

   in connection with the **business** and occurring anywhere within the geographical limits given below during the **period of insurance** stated in the **schedule**.
2) All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which may be covered by this policy.
3) The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **your employee** or principal, including any director, partner, or senior official, of **yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or loss of or damage to **property** which may be covered by this policy.

Geographical limits

a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
b) whilst temporarily outside the countries named in (a) provided that any such **employee** is
   (i) ordinarily resident in any of the aforesaid countries
   (ii) engaged in non-manual work

Limit of liability

The most **we** will pay under this section (including any extensions) for damages in respect of any one claim against **you** or series of claims against **you** arising out of one occurrence shall not exceed in the aggregate the **limit of liability** stated in the **schedule**.

Any costs and expenses incurred by **you** in respect of this section under this policy will be payable in addition to the **limit of liability** stated in the **schedule**.

Extensions

These apply in addition to the general extensions

1. Motor vehicles tool of trade risk

We will cover **you** under the terms of this policy in respect of liability for **injury** or loss of or damage to property caused by or arising from:

a) the use of plant as a tool of trade at **your** premises or on any site at which **you** are working
b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

We will not cover **you** against liability:

a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
b) for which insurance is provided by any other policy

2. Motor contingent liability

We will cover **you** in respect of liability for **injury** or damage to property arising from the ownership, possession or use under **your** control or the control of any of **your employees** of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by **you**, being used by an **employee** in the course of the **business**.

We will not cover **you** against liability

a) in respect of damage to any such vehicle or trailer or property conveyed therein or thereon
b) for which insurance is provided by any other insurance
c) caused or arising whilst such vehicle or trailer is

i) engaged in racing pace-making reliability trials or speed testing or
ii) being driven by **you** or
iii) being driven with the general consent of **you** or their representative by any person who to the knowledge of **you** or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
iv) used elsewhere than within the geographical limits

3. Movement of obstructing vehicles

We will cover **you** in respect of liability for **injury** or loss of or damage to property caused by or arising from any vehicle (not owned or hired by or lent to **you**) being driven by **you** or by any **employee** with **your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

We will only cover **you** under this section extension if:

a) movements are limited to vehicles parked on or obstructing **you**r premises or any site at which **you** are working; and
b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
c) the vehicle causing obstruction is driven by use of the owner's ignition key

We will not cover **you** against liability

a) in respect of damage to such vehicle
b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

4. Defective premises act

We will cover **you** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **you** for purposes pertaining to the **business** and which have since been disposed of by **you**.

We will not cover **you** against liability

a) for which insurance is provided by any other insurance
b) for the costs of remedying any defect or alleged defect in such premises

5. Leased or rented premises

We will cover **you** in respect of liability for loss of, or damage to, premises including their contents being leased or rented to **you**.

We will not cover **you** against liability assumed by **you** under any agreement, which would not have attached in the absence of such agreement.

6. Overseas personal liability

We will cover

a) **you**
b) at **your** request
   i) any director partner or **employee** of **yours**
   ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of personal liability incurred by such persons for accidental **injury** to any person or accidental loss of or damage to property in connection with an event occurring in a country outside of the geographical limits of section 9 whilst on a temporary visit to such country in connection with the **business**.

Provided that

a) any insured person under this section extension shall as though they were **you** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any endorsements to this policy;
b) nothing in this section extension shall increase **our** liability to pay any amount exceeding the **limit of liability** stated in the **schedule**, regardless of the number of persons claiming to be covered.

We shall not cover **you** in respect of:

a) contractual liability
b) liability for which insurance is provided by any other insurance
c) liability in respect of damage to property belonging to or in the custody or under the control of any person insured under this section extension
d) liability in respect of **injury** to any insured person under this section extension
e) liability caused by or arising from
   i) the ownership or occupation of land or buildings
   ii) the carrying on of any business profession trade or employment
   iii) the ownership possession or use of animals other than domestic dogs or cats.

Section 9 – Public liability

7. Data Protection Act

If **you** have registered in accordance with the terms of the Data Protection Act 2018, or have applied for such registration which has not been refused or withdrawn, or were previously registered in accordance with the terms of the Data Protection Act 1998, **we** will cover **you** under this section 9 extension in respect of compensation for damage arising out of any claim under Section 169 of the Data Protection Act 2018 not otherwise insured hereunder and first made against **you** during the **period of insurance** stated in the **schedule**.

We shall not cover **you** for damages, costs and expenses that exceed the Limits of Liability stated in the **schedule**, and notwithstanding anything stated in the **schedule** or elsewhere in this policy to the contrary the said **limit of liability** shall for the purpose of this section extension apply in respect of the total of all claims during the **period of insurance** stated in the **schedule.**

We shall not cover **you** in respect of:

a) fines levied by the Information Commissioner's Office or imposed as a result of conviction under the Data Protection Act 2018
b) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
c) liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
d) for the costs of replacing reinstating rectifying or erasing any personal **data**
e) liability caused by, or arising from, any incident or circumstances known to **you** at the start of the **period of insurance** stated in the **schedule** which may give rise to a claim;
f) caused by or arising from the recording processing or provision of **data** for reward or the determining of the financial status of a person
g) contractual liability
h) liability in respect of **injury** to any person or damage to property

8. Indemnity to principal

We will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, property, to the extent that any contract or agreement entered into by **you** with any principal so requires.

Provided that

a) payment would been made against **you**
b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
c) No payment will be made by **us** in respect of liquidated damages or under any penalty clause;
d) payment made by **Us** under section 8 shall only apply in respect of liability to any person who is an **Employee**.

9. Cross liabilities

If **you** are comprised of more than one party, **we** will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension shall increase the **limit of liability** of the operative section(s) stated in the **schedule**, regardless of the number of persons claiming to be insured by this policy.

10. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

a) any related claim against **you** for damages remains unsettled; and
b) in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

Section 9 – Public liability

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

e) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
f) any circumstances for which cover is provided by any other insurance;
g) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
h) proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

11. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

c) £250 for **you** or any of the directors or partners of **yours**
d) £100 for any **employee**

Special condition – Applicable to any process involving the application of heat

It is a condition precedent to our liability under this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work shall be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment
   i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat
   ii. Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection
   iii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
   iv. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
   v. Hot air guns are to be switched off when unattended and immediately after use
   vi. All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use
   vii. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
   viii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
   ix. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work

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

Section 9 – Public liability

Exclusions

These apply in addition to the general exclusions

We will not cover **you** under this section against liability

1) for loss of or damage to property belonging to **you** or in the custody or control of the **insured** or of any **employee** of **your** other than
   i) personal effects (including vehicle and their contents) of **employees** or visitors
   ii) any premises including their contents not being premises leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work therein or thereon
   iii) any other property on which **you** or any **employees** or agent of **yours** is, or has been carrying out work but **we** will not indemnify **you** in respect of loss or damage to that part of any property being worked upon
2) arising from the ownership possession or use under the control of **you** or of any **employee** of **yours** of
   i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
   ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
3) for loss caused by any **goods** after they have left **your** the custody or control other than food or drink supplied primarily for the use of **your employees** or for entertainment purposes
4) for loss arising from professional advice given separately for a fee or other charge by **you** or by anyone on **your** behalf or in circumstances where a fee would normally be charged
5) for the amount of the **excess** stated in the **schedule**
6) for **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by **you**.
7) for loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local authority.
8) for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of g**oods**.
9) for liability arising from **goods** used with **your** knowledge in connection with aircraft and other aerospatial devices (including drones), watercraft, or o**ffshore** structures.
10) for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
11) for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.
12) any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance** stated in the **schedule**.
13) for any loss of any kind caused by or attributable to:
   i) an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority
   ii) an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic or
   iii) a Public Health Emergency of International Concern declared by the World Health Organisation

   For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, this policy will not insure loss of any kind for any period prior to such epidemic, pandemic or Public Health Emergency of International Concern.
   For the purposes of this exclusion **loss** means and includes all sums which you become legally liable to pay as damages including claimants' costs and expenses, and, in addition, includes but is not limited to, any kind of pecuniary losses whether described as compensation, legal costs, defence costs, other costs, expenses, fees, charges or similar terms.

Section 10 – Products liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

1) All sums which **you** shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
   a) Accidental **injury** to any person; and
   b) Accidental physical loss of, or physical damage to, property,
   caused by any **Goods** occurring anywhere within the geographical limits given below during the policy **Period of insurance** stated in the **schedule** which arises in connection with the **Business**.
2) All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which may be covered by this policy.
3) The payment of legal and other defence fees incurred with **our** written consent up to a limit of £50,000 arising out of any one occurrence for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **employee** or principal including a director, partner, or senior official, of **yours** has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in i**njury** or loss of or damage to property in respect of any **goods**.

Geographical limits

Anywhere in the world other than at **your** premises during the **period of insurance** stated in the **schedule** and caused by any **goods**.

Limit of liability

The most **we** will pay under this section (including any extensions) in respect of damages awarded against **you** shall not exceed in the aggregate during the **period of insurance** the **limit of liability** stated in the **schedule**.

Any costs and expenses incurred by **you** in respect of this section, will be payable in addition to the **limit of liability**.

Extensions

These apply in addition to the general extensions

1. Consumer Protection Act and Food Safety Act

We will cover **you**, and at **your** request any principal, including any director, partner, senior official, or any **employee** of **yours**, under this section 10 extension, for legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.

Provided that
   a) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**
   b) the principal, including a director, partner or senior official, or **employee** shall as though they were **you** be subject to the terms, conditions, exclusions and limitations of this policy insofar as they can apply.

We shall not cover **you** in respect of:

   a) fines or penalties of any kind;
   b) any proceedings arising from circumstances for which insurance is already provided by any other policy;
   c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this section 10 extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
   d) proceedings which arise out of any activity or risk excluded from this policy.

2. Indemnity to principal
We will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, property, to the extent that any contract or agreement entered into by **you** with any principal so requires.

Provided that

   a) payment would been made against **you**
   b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
   c) No payment will be made by **us** in respect of liquidated damages or under any penalty clause;
   d) payment made by **Us** under section 8 shall only apply in respect of liability to any person who is an **Employee**.

3. Cross liabilities
If **you** are comprised of more than one party, **we** will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension shall increase the limits Of liability of the operative section(s) stated in the **schedule**, regardless of the number of persons claiming to be insured by this policy.

Section 10 – Products liability

4. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

a) any related claim against **you** for damages remains unsettled; and
b) in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

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

a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
b) any circumstances for which cover is provided by any other insurance;
c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
d) proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

5. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

a) £250 for **you** or any of the directors or partners of **yours**
b) £100 for any **employee**

Exclusions

We will not cover **you** under this section in respect of liability:

1) caused by, or in connection with, any **goods** which to **your** knowledge are for export to, or use in, the United States of America or Canada;
2) caused by any **goods** in **your** custody or control;
3) the amount shown as **excess** in the **schedule**.
4) for **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by **you**.
5) for loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local authority.
6) for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of g**oods**.
7) for liability arising from **goods** used with **your** knowledge in connection with aircraft and other aerospatial devices (including drones), watercraft, or o**ffshore** structures.
8) for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
9) for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.
10) any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance** stated in the **schedule**.
11) for any loss of any kind caused by or attributable to:
    a. an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority
    b. an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic or
    c. a Public Health Emergency of International Concern declared by the World Health Organisation

    For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, this policy will not insure loss of any kind for any period prior to such epidemic, pandemic or Public Health Emergency of International Concern.
    For the purposes of this exclusion **loss** means and includes all sums which you become legally liable to pay as damages including claimants' costs and expenses, and, in addition, includes but is not limited to, any kind of pecuniary losses whether described as compensation, legal costs, defence costs, other costs, expenses, fees, charges or similar terms.

Section 11 – Directors and Officers liability

Definitions

*The words and phrases defined below apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply. A defined word or phrase will be shown in **bold** each time it appears.*

Claim

a) Any legal or administrative or regulatory proceeding, including the issue of a writ or summons or cross-claim or counter-claim issued or initiated against or served upon any insured or the company for any wrongful act; or
b) Any written communication alleging a wrongful act communicated to any insured or to the company evidencing an intention to hold an insured or the company responsible for a wrongful act.

More than one claim arising out of the same wrongful act shall be deemed to constitute a single claim first made at the time the earliest such claim was deemed first made.

Company
The organisation named as 'The Insured' in the **schedule** and any subsidiary.

Defence costs
All reasonable and necessary fees, costs and expenses which, with **our** prior written consent (such consent not to be unreasonably withheld), are incurred in the investigation, negotiation of settlement, defence or appeal of any claim.

Defence costs shall not include salaries, wages, fees, overheads or benefit expenses of any insured.

Discovery period
The period, if any, during which the coverage under this Section is extended, pursuant to Section 13 Condition 1 '**Discovery Period Condition'.**

Employment practices claim
A **claim** for:

a) Discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law;

b) Sexual harassment, including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature which:
   i. is explicitly or implicitly made a term or condition of employment;
   ii. creates a hostile or offensive working environment;
   iii. when rejected or opposed by a person becomes a basis for decisions regarding that person's employment;

c) Defamation (including libel and slander) which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment;

d) Wrongful termination of employment or refusal to hire;

e) An adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.

Insured

a) In respect of all **claims** other than **employment practices claims**, any natural person who was, now is, or may become a director or officer of the company or other person who may at any material time be deemed to be such a director or officer within the meaning of any applicable law or regulation;
b) In respect of **employment practices claims**, any natural person who was, now is, or may become a director or officer or **employee** of the **company** and any other person who may at any material time be deemed to be such a director or officer or **employee** within the meaning of any applicable law or regulation;
c) In the event of the death, or incompetency or bankruptcy of any **insured** as defined by (a) or (b) of this definition, such person's estate, heirs, legal representative or assigns, for legal liabilities incurred due to any wrongful act of such deceased, incompetent or bankrupt **insured**;
d) The lawful spouse of any **insured** as defined by (a) or (b) of this definition, but only to the extent that such spouse is a party to any **claim** solely in his or her capacity as spouse of an **insured**, and only for the purpose of any **claim** seeking damages which are recoverable from material community property, property jointly held by the **insured** and the spouse, or property transferred from the **insured** to the spouse, and only to the extent that such **insured** is covered for such **claim**.

Insured shall not include any natural person who was, now is, or may become a trustee or administrator of any pension or superannuation scheme, health and welfare plan or other employee benefit programme, social benefits system or trust programme established or maintained for the benefit of **employees**.

Section 11 – Directors and Officers liability

Loss

a) Damages, judgments, and costs awarded against an **insured** or the **company** by a court or tribunal empowered to do so; and
b) Settlements entered into with our prior written consent (such consent not to be unreasonably withheld); and
c) **Defence costs**; and
d) Legal fees which, by order of a court or tribunal, the **company** is required to pay to any shareholder of the **company** or to any plaintiff or complainant other than the **company** or an **insured** in respect to a **claim** first made during the **period of insurance** against an **insured**.

Loss shall not include taxes, fines, penalties, punitive, exemplary, aggravated or multiplied damages, or any **claim** deemed uninsurable by law, except for exemplary or aggravated damages arising from any **claim** for libel, slander or defamation.

In respect of any **employment practices claim**, loss shall also not include:

a) Any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation whatsoever;
b) Any:
    i. salary or wages earned while in the employment of the **company**;
    ii. employment-related benefits to which the claimant would have been entitled as an **employee** had the **insured** or the **company** provided the claimant with a continuance, reinstatement or commencement of employment;
    iii. contractual damages based upon the terms of a contract of employment;
    iv. liability or costs **incurred** by any insured to modify any building or property in order to make such a building or property more accessible or accommodating to any disabled persons.

Period of insurance

The **period of insurance** stated in the schedule and any **discovery period**.

The aggregate limit of liability stated in the **schedule** shall not be increased by any provision of this **period of insurance** or **discovery period**.

Pollutant

Any pollutant including, but not limited to, any solid, liquid, gaseous or thermal irritant, contaminant, smoke, vapour, soot, fumes, acids, alkalis, chemicals, or waste.

'Waste' includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

Subsidiary

a) Any branch, division or other internal structure of the **company** except any pension fund or scheme established for the **company's** own directors, officers or **employees**;
b) Any company in respect of which the **company** (either directly or indirectly through one or more of its **subsidiaries**):
    i. controls the composition of the Board of Directors; or
    ii. controls more than half the voting power; or
    iii. holds more than half of the issued share capital;
c) Any company falling within (a) and (b) of this definition which is acquired or created on, or subsequent to, the inception date of this policy and of which the total assets do not exceed 20% (twenty percent) of the total consolidated assets of the **company** at the last financial year end, provided that this section shall only apply in respect of a **wrongful act** committed, or alleged to have been committed, by the **insured** or the **company** subsequent to the date of such acquisition or creation;
d) Any company other than those referred to in (a), (b) or (c) of this definition, in respect of which **we** have given prior written consent to its coverage as a **subsidiary** under this section.

Takeover

Any sale of the **company** or its merger within or acquisition by another entity such that the **company** is not the surviving entity, or the acquisition by any entity or person of 50% (fifty percent) or more of the issued share capital of the **company**.

Wrongful act

Any actual or alleged wrongful act or omission by the **company** or on the part of an **insured** committed solely in such person's actual or deemed capacity as an **insured**.

Related or continuous or repeated or causally connected **wrongful acts** shall constitute a single wrongful act.

Insuring clause

*Covers 1, 2 and 3 (below) are only insured where a limit of liability for each such cover is stated (rather than the words 'not insured' or 'not operative') in the **schedule**.*

Cover 1 – Directors and officers liability

We will pay on behalf of the **insured** any loss resulting from any claim which is first made against the **insured** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section, except when, and to the extent, that the **company** has indemnified the **insured**.

Section 11 – Directors and Officers liability

Cover 2 – Company reimbursement liability

We will pay on behalf of the **company** any loss resulting from any **claim** which is first made against an **insured** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section, but only when, and to the extent, that the **company** has indemnified the **insured.**

Cover 3 – Company liability

We will pay on behalf of the **company** any loss resulting from any **claim** which is first made against the **company** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section.

but not

1) **Breach of contract**
   We will not pay any **loss** in connection with any **claim** for any actual or alleged breach of contract or agreement, either written or oral, except to the extent the **company** would be liable in the absence of such contract or agreement.

2) **Intellectual property**
   We will not pay any **loss** in connection with any **claim** for any actual, or alleged, libel or slander, invasion of privacy, plagiarism, breach of copyright or trademark or infringement of patents, database rights, registered design or design rights or any other intellectual property rights.

3) **Price fixing**
   We will not pay any **loss** in connection with any **claim** for any actual, or alleged, breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.

Limit of liability

Our total aggregate liability under this section shall not exceed the section 13 Aggregate limit of liability stated in the **schedule**, and this amount shall be inclusive of defence costs.

However, in respect of claims under Cover 3 (Company liability) our total aggregate liability shall not exceed the Cover 3 (Company liability) Sublimit stated in the **schedule**, and this amount is part of, and not in addition to, the Section 13 Aggregate limit of liability stated in the **schedule.**

Exclusions

1. **Bodily injury and/or property damage**
   We will not pay any **loss** in connection with any **claim** for any actual or alleged bodily injury, sickness, disease, or death of any person, or any actual or alleged damage to, or destruction of, any tangible property including loss of use.

   This exclusion shall not apply to emotional distress or mental anguish arising from an **employment practices claims**.

2. **Pollution**
   We will not pay any **loss** in connection with any **claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **pollutant**, or any rectification or clean-up costs relating to any **pollutant**.

   However, **we** will pay **defence costs** on behalf of the **insured** which are incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the United Kingdom of Great Britain and Northern Ireland, the Isle Of Man or the Channel Islands in respect of any **wrongful act** related to a **pollutant**. In respect of such **defence costs**, our total aggregate liability shall not exceed £100,000 in all for the **period of insurance**, which amount is part of, and not in addition to, the section 13 Aggregate limit of liability stated in the **schedule**.

3. **Illegal profits and/or deliberate acts**
   We will not pay any **loss** in connection with any **claim**:

   a) arising from or in any way involving any actual dishonest, fraudulent or malicious act of any **insured** or the **company;**

   b) arising from, or in any way involving, any **insured** or the **company** gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled.

4. **Professional services**
   We will not pay any loss in connection with any claim for any actual or alleged breach of any professional services or duty by any **insured** or the **company**.

5. **Prior and pending litigation**
   We will not pay any **loss** in connection with any **claim** brought about by, or contributed to by, or consequent upon any fact, circumstance or situation which has been the subject of any notice given under any insurance which was in force prior to the **period of insurance** or which was known about by the **company** or the **insured** prior to the **period of insurance** and might reasonably be expected to give rise to a claim but was not disclosed to us prior to inception of this section.

Section 11 – Directors and Officers liability

6. Insured v Insured

We will not pay any **loss** in connection with any **claim** brought by, or on behalf of, any **insured** or the **company**. However, this exclusion shall not apply to any:

a) claim instigated by a shareholder or group of shareholders without the solicitation, participation or assistance of the **company** or any **insured**;

b) **employment practices claims** brought or maintained by any **insured**;

c) **claim** brought or maintained by any **insured** for contribution or indemnity if the **claim** directly results from any other valid **claim** made under this section

d) **claim** brought or maintained by a liquidator, administrative receiver or receiver either directly or derivatively on behalf of the **company** without the solicitation, participation or assistance of any **insured** or the **company**;

e) **claim** brought or maintained by any former director or officer of the **company**.

7. Closely held

We will not pay any **loss** in connection with any **claim** brought by, or on behalf of, any person or entity holding beneficially or otherwise more than 20% (twenty percent) of the issued share capital of the **company** whether such **claim** is made in the name of the **company** or not.

8. Share offering

We will not pay any **loss** in connection with any **claim** based upon or attributable to the actual or intended listing of any share capital of the **company** on any stock exchange whether such listing takes place by means of a public offering or private placement of the share capital.

9. Retention

We will only be liable under Cover 2 (Company reimbursement liability) to pay **loss**, in excess of the 'Company reimbursement retention' stated the **schedule**; this amount applies to each claim. This retention is to be borne by the **company** and is not to be insured.
We will only be liable under Cover 3 (Company liability) to pay **loss**, in excess of the 'Company liability retention' stated in the **schedule**; this amount applies to each **claim**. This retention is to be borne by the **company** and is not to be **insured**.

A single retention shall apply to all loss arising from any **claim** or series of **claims** arising out of, based upon or attributable to continuous, repeated or related **wrongful acts**.

10. Total COVID-19 Exclusion

Regardless of any language contained within this insurance, **we** will not be liable to make any payment in respect of any claim(s) or circumstance(s) or loss(es) or other matter(s) insured under this insurance arising out of, related to, connected to, or in any way involving, directly or indirectly:

a) Coronavirus disease (COVID-19);
b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
c) any mutation or variation of COVID-19 or SARS-CoV-2;
d) any fear or threat (whether actual or perceived) of a), b) or c) above;
e) any action taken to control, prevent, suppress, mitigate or in any way relating to any actual or suspected outbreak of any of a), b) or

It is further agreed that **we** will not be liable to make any payment in respect of claim(s) or circumstance(s) or loss(es) or other matter(s) insured under this insurance that arises as a result of, or is connected in any way, directly or indirectly, with any consequential loss or financial impairment suffered by **you** or any third party as a result of any of a), b), c), d) or e) above.

If **we** maintain that this exclusion applies, then the burden of proving that it does not shall be **yours**.

Conditions

1. Discovery period condition

If **we** refuse to renew this section, the **insured** and the **company** have the right to purchase, upon payment of an additional premium calculated as 100% of the Section 5 premium shown in the **schedule**, to an extension of the cover granted by this section in respect of any **wrongful act** committed or alleged to have been committed prior to the expiry date of this section provided that this right is exercised by written notice and payment of the additional premium to **us** within ten (10) days of cessation of this section.

It is understood and agreed that:

a) The insurance provided by the **discovery period** shall be for a period of 365 (three hundred and sixty-five) days beginning from the expiry date of this section;

b) The quotation by **us** of different premiums, terms, conditions, limitations, exclusions or section 13 Aggregate limit of liability or Cover 3 (Company liability) Sublimit at renewal does not constitute a refusal to renew;

c) This extension shall only be granted provided neither the **insured** nor the **company** effect Directors or officers liability insurance or similar insurance, with any other insurer or underwriter or other similar entity;

d) The section 13 Aggregate limit of liability stated in the **schedule** shall not be increased in any way by the provisions of this **discovery period**.

2. Severability

a) The proposal form and/or statement of agreed facts and/or other information provided by **you** or on **your** behalf shall be construed as a separate application by each **insured** and the **company**.

With respect to the proposal form and/or statement of agreed facts and/or other information provided by **you** or on **your** behalf, no statements contained in such or knowledge possessed by any **insured** or the **company** shall be imputed to any other **insured** or the **company** for the purpose of determining the availability of any payment for loss arising from a **claim** made against any **insured** or the **company**.

b) For the purpose of determining the applicability of any exclusions, the **wrongful act** of any **insured** or the **company** shall not be imputed to any other **insured** or the **company**.

3. Company authorisation
The **company** shall act on behalf of itself, all subsidiaries and all **insureds** with respect to the giving and receiving of notice under this section, including but not limited to the giving of notice of any **claim**, the payment of premiums, the receipt and acceptance of any endorsements, and the exercising or declining to exercise any right to the grant of a **discovery period**.

4. Takeover
In the event of a **takeover**, any coverage under this section with respect to **loss** arising from a **claim** shall apply only to any **loss** by reason of **wrongful acts** committed by an **insured** or the **company** prior to the date of such **takeover**.

5. Territory
This section shall apply to **claims** wherever made, based upon acts occurring anywhere in the world other than the United States of America or Canada.

6. Governing law and jurisdiction
The construction, validity, performance and interpretation of this section shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

7. Avoidance
In the event that **we** are entitled to avoid this section or this policy in its entirety, **we** may at our election instead give notice in writing to the **insured** and the **company** that we regard this section as of full force and effect except that **we** shall exclude from any payment any **loss** which has arisen or which may arise and which is related to the circumstances which entitle **us** to avoid this section or the policy. This section shall then continue in full force and effect but shall be deemed to exclude the particular **loss** referred to in the said notice (as if the same had been specifically endorsed when the policy was issued).

Conditions precedent

Applicable to the whole of Section 13 including all endorsements and extensions unless otherwise stated.

Claims conditions precedent applicable to section 13

Claims and Notice Provisions
Claims conditions 1 to 4 are 'Conditions Precedent' which must be followed in their entirety by the **insured** and the **company** if a claim is to be considered valid under this section.

1. Notice of a claim
The **insured** and/or the **company** must give us notice in writing of any **claim** as soon as reasonably possible and in any event within 30 days of the end of the **period of insurance**.

Such notice must be sent to the 'Section 13 Notice of any claim or circumstance address' stated in the **schedule**.

2. Notice of circumstances
The **insured** and/or the **company** must give **us** notice in writing of any circumstances which might reasonably be expected to give rise to a **claim** against an **insured** or the **company**, including the reasons for the anticipation of such **claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **claim** arising out of the notified circumstances shall be deemed to have been made at the time of the notice to **us**.

3. Defence of claims

a) The **insured** and the **company** must give **us** such information and co-operation as we may reasonably require and must not disclose to anyone the existence of this insurance without **our** written consent, unless as a consequence of the requirements of the law.

b) The **insured** and the **company** must not admit liability for, or attempt to settle, any claim or incur any defence costs without **our** prior written consent. **We** shall be entitled at any time to take over and conduct in the name of the **insured** or the **company** the defence or settlement of any claim or to prosecute in the name of the **insured** or the **company** for their own benefit any claim for payment, indemnity or damages or otherwise against any third party. No action shall be taken which might prejudice **us.**

Section 11 – Directors and Officers liability

4. Contest of claims

a) Neither the **insured** nor the **company** shall be required to contest any legal proceedings unless a barrister (to be mutually agreed upon by the **insured,** the **company** and **us**) shall advise that such proceedings should be contested.

b) **We** will not settle any **claim** without the consent of the **insured** or the **company**. If, however, the **insured** or the **company** refuse to consent to any settlement recommended by **us** and elects to contest or continue any legal proceedings in connection with such **claim**, then **our** liability for the **claim** shall not exceed the amount by which the **claim** could have been so settled, inclusive of **defence costs** incurred with **our** consent up to the date of such refusal, and then only up to the Section 13 Aggregate limit of liability stated in the **schedule**.

c) **We** shall be entitled to nominate a solicitor and, if appropriate, a barrister to represent the **insured**.

5. Allocation of loss

a) With respect to **defence costs** jointly incurred by the **company** and the **insured** and any joint settlement of any **claim** made against both the **company** and the **insured**, such **defence costs** and joint settlement having been consented to by **us** (such consent shall not unreasonably be withheld), the **company** and the **insured** and **we** agree to use our best efforts to determine a fair and proper allocation of the amount as between the **company** and the **insured** and **us**.

b) Under Cover 1 (Directors and officers liability) **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the **claim**, unless such **defence costs** have been advanced by the **company**.

c) Under Cover 2 (Company reimbursement liability) and Cover 3 (Company liability) **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the claim.

Such advance payments of **defence costs** as referred to in paragraphs b) and c) (above) shall be repayable to **us** by the **insured** and the **company** severally according to their respective interests, in the event and to the extent that it is determined that they shall not be entitled under this section to payment of such **defence costs**.

Section 12 – Legal expenses

Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Business Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to the cover set out in this Policy.

A summary of the cover provided by this Policy is shown in your Keyfacts document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (MSL Legal Expenses Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

Nick Garner, Chief Executive Officer
MSL Legal Expenses Limited

The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy

Appointed Representative:
means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.
Basic Award:
means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.
Buildings:
means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the Certificate of Insurance and used in connection with the **Business.**
Business:
means the Business shown in the Certificate of Insurance.
Compensatory Award:
means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.
Costs and Expenses:
means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.
Cross-Tax Enquiry
Means an investigation by HM Revenue & Customs into **Your** business tax affairs, which also includes an investigation into **Your** Value Added Tax return and/or Employer's Compliance.
Employee:
means any person under a contract of service with **You** in connection with the **Business.** This includes any

1. Trainee under **Your** control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

Insured Person:
means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Policy.
Legal Proceedings:
means a legal remedy for compensation, specific performance or an injunction.
Reasonable Prospects:
means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or

prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative.**

Tax Enquiry
means an investigation by HM Revenue & Customs into **Your** business tax affairs.
We/Us/Our:
means MSL Legal Expenses Limited.
You/Your:
means the Policyholder shown in the Certificate of Insurance attached to this Policy.

What is Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that
1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
a. during the Period of Insurance, and
b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.
8. The event which leads to a claim arises in connection with the **Business.**

We will not pay
a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
d. Any claim relating to an **Insured Person**'s previous trade, business, occupation or profession.
e. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Policy.

Insured Incidents

1. Employment Disputes
We will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee**'s contract of service which will be dealt with in an Employment Tribunal under employment legislation.

Provided that
i. In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
ii. The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations
- Before taking any disciplinary action or commencing a disciplinary procedure.
- Before dismissing an **Employee**.
- Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
- Before starting any redundancy process or making an **Employee** redundant.
- Before seeking to make a material change to an **Employee's** contract which is likely to have a negative impact upon that **Employee**.
- Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee.**

We will not pay for
a. Any claim relating to disciplinary hearings or internal grievance procedures.
b. The costs of any disputes relating to a settlement agreement.
c. Any dispute relating to a shareholding, partnership or directors contract.
d. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
e. Any claim relating to future contracts of employment.
f. Any claim in respect of personal injury or loss of or damage to property.
g. Any claim relating to unpaid wages and commission or deduction from wages or commission.
h. Any claim relating to benefits due under a contract of employment.
i. Any claim relating to payment relating to redundancy.

2. Employment Compensation Awards
We will pay a **Basic Award** and/or **Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

We will not pay for
a. Any award arising out of the **Insured Person**'s failure to provide any **Employee** with written reasons for their dismissal.
b. Any award made as a result of the **Insured Person**'s failure to provide a contract of employment or statement of terms and conditions of employment.
c. Any award relating to any contractual rights to which the **Employee** is entitled.
d. Any claim in relation to equal pay or the minimum wage
employment legislation.

3. Health and Safety Appeals
We will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

We will not pay for any claim
a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
b. In connection with an offence relating to the proceeds of any crime or criminal act.

4. Legal Defence
We will pay the **Costs and Expenses** for defending an **Insured Person**'s rights relating to any
a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
c. Civil action being taken against an **Insured Person,** but not **You**
   i. under legislation for unlawful dismissal on the grounds of race, sex, sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
   ii. as a trustee of a pension fund set up for the benefit of **Your Employees**.
d. Civil action for compensation under section 13 of the Data Protection Act 1998.
e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
f. An **Insured Person** being served with an enforcement,
de-registration or transfer prohibition notice or information notice or special information notice.

We will not pay for
a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
b. Any claim relating to a Road Traffic Offence.

5. Contract Disputes and Debt Recovery
We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

Provided that:
(i) Any claim for undisputed and unpaid monies owed is notified to **Us** within 45 days from the date the monies were first due and payable.
(ii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
(iii) The amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay for
a. Any claim relating to any land or buildings.
b. Any claim relating to a lease or licence of any land or buildings.
c. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
d. Any claim relating to the settlement payable or the cover
provided under an insurance policy.
e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
f. A contract of employment.
g. Arbitration arising out of an arbitration clause in any contract.
h. Computer goods, systems or services.
i. A breach or alleged breach of professional duty by an **Insured Person**.
j. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

6. Property Disputes
We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to
a. An incident which causes or could cause physical damage to the **Buildings.**
b. Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
c. The landlord's failure to maintain the **Buildings**.

Provided that
i. The amount in dispute exceeds the amount shown in the Certificate of Insurance.
ii. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay for
a. Any claim relating to an **Insured Person**'s previous trade, business, occupation or profession.
b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
c. Any claim relating to planning.
d. Any claim where the **Insured Person** is the landlord of the
Buildings or is leasing, sub-letting or renting out part of the **Buildings**.
e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the buildings.
f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

7. Court Attendance
For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.
Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

We will not pay for any loss incurred before an **Insured Person** makes a claim.

We will not pay for any claim where **You** are unable to support **Your** loss.

8. Tax Protection
We will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to
a. A **Tax Enquiry** or **Cross-Tax Enquiry**.
b. An investigation by HM Revenue and Customs of **Your**
compliance with Pay As You Earn regulations.
c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that
i. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

We will not pay for any claim
a. Relating to **Your** failure to register for VAT.
b. Arising from a tax avoidance scheme.
c. Arising from any investigation undertaken by HM Revenue and Custom's Special Investigations unit.

9. Licence Protection
We will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

10. Personal Injury
We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person.**

Provided that the claim is the result of a sudden and specific incident.

We will not pay for any claim
a. Which develops gradually unless it is the result of a sudden and specific event.
b. Arising from actual or alleged clinical, medical or dental negligence.

What is NOT Insured

1. Prior Claims
Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
2. Prior Costs and Expenses
Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.
3. Motor Vehicles
Any claim relating to a motor vehicle owned, driven,
used, hired, leased, sold or purchased by an **Insured Person**.

4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

a. Involving actual or alleged dishonesty or violence by the **Insured Person**;
b. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

a. A judicial review.
b. Mediation and arbitration.
c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
e. Libel or slander.
f. Any share option or pension scheme or policy.
g. Any device failing to recognise, interpret or process any date as its true calendar date.
h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

6. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person**'s affairs or property are in the care or control of a receiver or an administrator.

7. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8. Fines and Penalties

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

9. Disputes with Us

a. Any claim against **Us,** Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collection of companies.
b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition,
terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

11. Radioactive Contamination and Pressure Waves

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b. The radioactive, toxic, explosive or other hazardous

properties of any explosive nuclear assembly or nuclear component of such assembly;

c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Territorial Limits

Any claim

a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

Claims Settlement Provisions

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of a Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person**'s own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

4. Conduct of the Claim

i. **We** *will be entitled*

- To have direct contact with the **Appointed Representative**;
- To take over and conduct in the **Insured Person**'s name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**;
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative.**

ii. What the ***Insured Person*** *must do*

- Provide, at the **Insured Person**'s own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

iii. What the ***Insured Person*** *must not do*

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
- Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

Please Note
We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.
If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national Law Society to choose a suitably qualified lawyer.
Where the **Insured Person** chooses their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person**'s own lawyer or other suitably qualified person.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.
We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.
Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

3. Arbitration
Any dispute or difference of any kind between **Us** and an
Insured Person will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. New Rules
If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation, judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5. Third Party Rights
Unless expressly stated in this insurance, nothing in this
insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

6. Waiver
If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. Recoveries
We reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us.**

8. Governing Law
This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.

9. Assignment
This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

How to Make a Claim and Advice Service 0161 495 4490

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at **info@msl.co.uk** or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form to be completed and returned to **Us.**

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed. This does not apply to Insured Incident 7. Court Attendance and 8. Tax Protection.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to Make a Complaint

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a
Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a
complaint, please contact **Us** on 0161 495 4490 or in writing to The Compliance Department, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Section 12 – Legal expenses

Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

Data Protection

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share
The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives.**
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives.**
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention
We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights
Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and date portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

Form reference: BPP MSL 03/2018