intact INSURANCE

Business From Home

Policy Booklet

Business Advice Service

These helplines are provided for Your use whilst Your Policy is in force.

ARAG will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

Eurolaw Commercial Legal and UK Tax Advice

0330 041 3760

Unlimited access, over the telephone, to a team of legal advisors, for confidential legal advice and guidance on any commercial legal problem affecting the Business such as:

- employment
- prosecution
- landlord and tenant disputes.
- VAT
- contract disputes

Eurolaw Commercial legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- the United Kingdom
- the Channel Islands and the Isle of Man
- any member country of the European Union
- Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible, ARAG will arrange a call back at a time to suit You.

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

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

ARAG offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will arrange to call You back the next working day between 9am and 5pm.

This helpline is provided on Our behalf by ARAG Legal Expenses Insurance Company Limited. All calls may be recorded.

Business Emergency Assistance Helpline

0330 041 3760

Assistance in the event of an emergency affecting the Business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system.

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out or repair charges. One telephone call will bring assistance as quickly as possible.

As the helpline is available 24 hours a day and seven days a week You may call at any time.

Please ensure that the Policy Number is available when telephoning as this will be requested – this appears on the Policy Schedule.

This helpline is provided on Our behalf by ARAG Legal Expenses Insurance Company Limited. All calls may be recorded.

Counselling Helpline

0345 878 5029

Available 24 hours each day, 7 days every week, all year round. A confidential counselling service for any Insured Person (and their immediate family who permanently live with them) over the telephone, if they are aged 18 (or aged between 16 and 18 and in full-time employment), assisting issues such as:

- Stress
- Depression
- Family
- Relationship
- Bereavement

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in the Insured Person's area.

This helpline is provided on Our behalf by ARAG Legal Expenses Insurance Company Limited. All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded

Health and Medical Assistance Helpline

0345 878 5031

Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays. If the Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance concerning:

- Exercise Information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database.
- Sports injuries
- Nutrition assessment
- Complimentary health
- Bespoke fact sheets can be sent out if requested

The helpline is provided on Our behalf by ARAG Legal Expenses Insurance Company Limited. All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded

In addition to these helplines, ARAG offer on Our behalf access to the ARAG Employment Manual.

Employment manual

The ARAG Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **www.arag.co.uk/customer/business-legal-expenses insurance/employment-manual/.**
If you'd like notifications of when updates are made to the Employment Manual, please email ARAG at **employmentmanual@arag.co.uk** quoting your name and Policy Number shown in the Schedule.

Emergency Glazing & Security Assistance Helpline

0345 072 7110

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year.

In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by Your Policy, the cost will be settled by Us directly with Our service providers. If, however, the Policy requires payment of the first amount of any claim, or if You are VAT registered, Our service provider will invoice You direct for this amount.

Note: Using any other repairer will not affect Your right to claim.

This helpline is provided on Our behalf by Our approved supplier panel. All calls may be recorded.

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Business from Home Policy

Intact Insurance policies are underwritten by Intact Insurance UK Limited. We will provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

How to Use Your Policy

Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your policy.

Your Schedule

Your schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover You have.

Please examine Your Schedule to ensure it meets Your requirements.

Index Linking

The Sum Insured by each item of Sections 1, 9 and 13 are index linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by Us.

Index linking will help to ensure that sums insured stay more in line with increasing costs and prices. However, this is dependent on the sums insured at inception being adequate. Please check these to ensure they are adequate and advise Us if any alteration is required.

Using the Business Advice Service

Details of Our helplines are provided on the inside front cover of this Policy Booklet.

Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions B - Making a Claim.

You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left-hand side or by visiting **intactinsurance.co.uk/claims**

Alternatively, you can contact Your insurance advisor for a claim form.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this Policy Booklet.

Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. These have the same meaning wherever they appear in the Policy, and are defined below. Other Definitions have meanings particular to the Sections, Endorsements and/or Extensions in which they appear, and are defined in the appropriate Sections, Endorsements and/or Extensions.

All Definitions start in the Policy with a capital letter wherever they appear to help You identify them.

Business

The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

Business Portion

That portion of the Premises used for the Business including portions also used partly for domestic purposes and detached outbuildings used wholly or partly for the Business.

Excess

The first amount of each and every claim for which You shall be responsible.

Computer System

Any computer, hardware, software, communication 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, owned or operated by You or any other party.

Cyber Act

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

Cyber Incident

a Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

b any partial or total disruption to, unavailability of, or failure to access, process, use or operate any Computer System or a series of such related events.

Cyber Loss

Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected 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

Accidental loss, destruction or damage.

Data

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

Data Processing Media

Any physical property insured by this Policy on which Data can be stored but not the Data itself.

Home

The portion of the Premises used as private dwelling including the portion used for the dual purpose of private dwelling and in connection with the Business.

Index Linking

Whenever any property insured is declared to be subject to Index Linking it is adjusted at monthly intervals in line with suitable indices of costs.

At each renewal of the Policy the Premium will be based on the adjusted Sums Insured.

Injury

Bodily injury, death, illness, disease or shock.

Period of Insurance

a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and

b any subsequent period;

for which You shall pay and We shall agree to accept Your premium.

Premises

The private dwelling, including the Business Portion, at the address shown in the Schedule, and any outbuildings and garages on the same site. (Unless otherwise stated in the Schedule the building of the Business Portion is built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or other incombustible materials (with the exception of outbuildings and flat roofs)

Proposal

Any signed proposal, declaration or other information supplied to Us by You or on Your behalf.

Schedule

The schedule applicable to the Policy.

Sum Insured

The sum insured as set out in the Schedule.

United Kingdom

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

Unoccupied or Unfurnished

i Unoccupied means the Home not having been normally occupied for domestic purposes for more than 30 consecutive days;

ii Unfurnished means the Home being insufficiently furnished for full occupation.

We/Us/Our

Intact Insurance UK Limited trading as Intact Insurance may contract to underwrite any part of this Policy.

You/Your

'Insured Name' in the Schedule.

General Conditions

Not Applicable to Section 11

1 Fair Presentation of the Risk

a You have a duty to make to Us a fair presentation of the risk before:

- **i** the inception of this Policy;
- **ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- **iii** the renewal of this Policy; and

b In the event of a breach of such duty, if the breach is:

- **i** deliberate or reckless, We may:
  - **a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
  - **b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
- **ii** neither deliberate nor reckless and We would not have:
  - **a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
    - **i** shall return any extra premium paid; or
    - **ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
  - **b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but shall return any premiums paid; or
- **iii** neither deliberate nor reckless and We:
  - **a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) shall be treated as if it had been entered into on those different terms if We require; and

b In respect of an alteration made to this Policy:

- **i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

  We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;
- **ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

  We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

c We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

2 Reasonable Precautions

You must:

a take all reasonable precautions to prevent or minimise Damage accident or Injury

b maintain the Premises machinery equipment and furnishings in a good state of repair

c exercise care in the selection and supervision of Employees

d comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

3 Change of Risk or Interest

a It is a condition precedent to Our liability that You will immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with General Condition 2 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.

b This Policy will cease to be in force if:

i Your interest in the Business ends, other than by death; or

ii the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

4 Cancellation

a Your Cancellation Rights

i Your Policy may be cancelled by You within 14 days of receipt of Your Policy (this is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your broker, intermediary or agent and We will pay a refund of premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period Your Policy will be treated by Us as in force and no refund of premium will be made.

ii If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 days' notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.

iii Where You pay by Instalments any amount of premium returned under this Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

b Our Cancellation Rights

i We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days' notice to You in writing at Your last known address.

ii You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.

iii Where You pay by Instalments any amount of premium refunded under this Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

5 Instalments

a Notwithstanding General Condition 4 b, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments, We may cancel this Policy by giving 7 days' written notice at Your last known address.

b Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to You will be calculated by Us in accordance with the process set out in General Condition 4 above. The calculation made by Us will be final and binding.

6 Minimum Protections

It is a condition precedent to Our liability, unless otherwise agreed by Us in writing that the following protections be fitted to the under-mentioned doors and windows (where these are under Your control) and put into full and effective operation when:

i both the Home and Business Portion are left unattended

ii any Business Portion which has its own separate external entrance door (whether such portion is detached from or integral to the main building of the Premises) is left unattended.

1 on timber external doors:
- a if single leaf, a five lever mortice deadlock conforming to BS3621
- b if double leaf
  - i on the first closing leaf flush or barrel bolts fitted top and bottom in every case
  - ii on the second closing leaf a five lever mortice deadlock conforming to BS3621 or a padlocking bar and close shackle padlock

2 on metal external doors:
- a if single leaf, a cylinder lock
- b if double leaf
  - i on the first closing leaf flush or barrel bolts fitted top and bottom in every case
  - ii on the second closing leaf a cylinder lock or a padlocking bar and close shackle padlock

3 on glass external doors:
- a if single leaf, an integral mortice lock fitted either top and bottom or in the centre securing the door to the frame
- b if double leaf
  - i on the first closing leaf flush or barrel bolts fitted top and bottom in every case
  - ii on the second closing leaf an integral mortice lock fitted either top and bottom or in the centre securing the door to the frame

    or a padlocking bar and close shackle padlock

4 on sliding patio external doors:
- a if single leaf, key-operated locking security locks to the top and bottom of the frame
- b if double leaf
  - i on the first closing leaf flush or barrel bolts fitted top and bottom in every case
  - ii on the second closing leaf key-operated locking security locks to the top and bottom of the frame or a padlocking bar and close shackle padlock

5 for electrically operated garage and up and over external doors, a key-operated isolation switch must be fitted to the electricity supply to the controls, the key being removed outside working hours. If this is not fitted, then one of the measures shown below for manually operated garage and up and over external doors must be fitted.

Where the operating controls for the garage and up and over external doors are external to the Premises, these are to be secured within a welded steel housing of at least 3mm thickness with a door or cover plate secured with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The housing is to be secured when the Premises are closed for business or unattended.

We require one of the following for manually operated garage and up and over external doors:

i cylinder profile lock welded to the shutter channel on each side one metre (40") from ground level;

ii key-operated 'pinson' or 'bullet' locks; or

iii the shutter door bolted internally with the bolt engaging into the door runner and padlocked into position using a good quality open shackle padlock

6 on aluminium or UPVC external doors (excluding sliding patio doors, garage doors and fire exit doors):

a cylinder operated mortice deadlock and, if double leaf, flush bolts or a second cylinder mortice deadlock on the first closing leaf

7 on fire exit doors:

panic bar, and hinge bolts fitted top and bottom

8 on opening basement and ground floor windows, and on other accessible windows originally constructed to open:

key-operated window locks

or

solid bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, from the centre of one bar to the next securely fixed to the brickwork or masonry surrounding the window

7 Choice of Law

You and We may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. We've supplied this Policy and other information to you in English and we'll continue to communicate with you in English.

8 Interest Clause

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

9 Contracts (Rights of Third Parties) Act 1999

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

10 Changes to Your cover

You must tell Us immediately if there are any changes that may affect Your insurance, such as the following:

i If You change the address where Your Business is located

ii If Your sums insured change

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

Note: the list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Your broker, intermediary or agent.

11 Sanctions, Prohibitions or Restrictions

We shall not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance, We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled, We will, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this General Condition a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

a any prohibition or restriction under United Nations resolutions;

b any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

c any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

Claims Conditions

Not Applicable to Section 11

A Observance of Terms

Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any claim will entitle Us to reduce or avoid Your claim.

B Making a Claim

It is a condition precedent to Our liability that You will:

1 immediately notify Us on the happening of any incident which could result in a claim under this Policy

2 immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:

- **i** 7 days of the event in the case of Damage caused by Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons
- **ii** 30 days of the expiry of the Indemnity Period in respect of Business Interruption claims
- **iii** 30 days of the event in the case of any other claim or such further time as We may allow; and

notwithstanding items **2 i** to **iii** above, You will immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by You relating to such claim on receipt

3 give immediate notice to the Police in respect of:

- **i** Damage by theft or any attempt thereat
- **ii** loss of Money by any cause whatsoever
- **iii** Damage by malicious persons

in relation to this Policy

4 make no admission of liability or offer promise or payment without Our written consent

5 inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document

6 take all reasonable action to minimise or check any interruption of or interference with the Business

7 produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim

8 in respect of Section 4 and Section 12 supply at Your own expense all certificates and information and evidence required by Us and the Person Insured shall as often as required by Us submit to medical examination at Our own expense.

C Control of Claims

We will be entitled:

1 on the happening of Damage to the property insured to enter take and keep possession of any building where Damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose

2 at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any event insured by this Policy and You will give all information and assistance required

3 to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably required but You will not be entitled to abandon any property to Us

4 to pay to You the maximum sum payable under Section 2 and Section 7 (if operative) in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and We will not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment

5 in the case of death of the Person Insured by Section 4 and Section 12 to have a post-mortem examination at Our own expense.

D Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

a will not be liable to pay the claim;

b may recover from You any sums paid by Us to You in respect of the claim; and

c may (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:

i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and

ii retain any premiums paid under this Policy.

E Other Insurances

If at the time of any Damage, incident or Occurrences (as defined in Section 2 and Section 7 of this Policy) which gives rise to a claim there be any other insurance or indemnity effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability shall be limited in respect of any Damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

F Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the current Statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent of any right of action against Us.

G Excesses

If We agree to indemnify You under both Sections 1 and 9 of this Policy as a result of the happening of a single event and if an Excess applies under both these Sections then only one Excess being the higher of those which would have applied separately under each Section will be deducted from the total claim payment.

General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

This Policy does not cover:

1 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such Damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Note: As far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exclusion will apply only in respect of

i the liability of any Principal; or

ii liability assumed by You under agreement and which would not have attached in the absence of such agreement.

2 War, Government Action and Terrorism

a Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from

i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

ii civil commotion in Northern Ireland,

except:

a where directly or indirectly caused by or contributed to by or arising from the detonation of munitions of war, or parts thereof, within one mile of the property insured by this Policy, provided that the presence of such munitions does not result from a state of war current at the time of loss, destruction or damage.

This exception shall not apply to:

i property insured which is outside the United Kingdom, the Channel Islands or the Isle of Man; or

ii Section 10: Refrigerated Stock, of this Policy: and

b to the extent stated in the Terrorism Insurance Endorsement, where attached to this Policy, or

c to the extent stated in the Terrorism Damage Provisions relating to this General Exclusion as set out below.

b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:

i War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or

ii civil commotion in Northern Ireland,

except to the extent stated in the Terrorism Liability Provisions relating to this General Exclusion as set out below.

For the purpose of this General Exclusion:

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action means martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War.

Terrorism means any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of HM Government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where We allege that by reason of this General Exclusion as far as it relates to Terrorism any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance the burden of proving that such loss, destruction or damage, expense or costs is covered will be Your responsibility.

Terrorism Damage Provision

Subject otherwise to the terms, definitions, conditions, clauses and exclusions of this Policy, where property is insured under Section 9: The Structure, of this Policy, We will pay for Damage by any insured Contingency (as defined in Section 9) to such property insured, occasioned by or happening through or in consequence of Terrorism (as defined above).

Provided that

i such property is

- **a** a private house or self-contained flat at the address(es) stated in the Schedule, including its domestic outbuildings and domestic garages;
- **b** occupied by You and Your family as a private residence, with no more than 20% of Your Buildings being used for Business purposes;
- **c** insured in the name of a private individual. (The name of a bank or building society or other financial institution, may be included, for the purpose of noting their interest in the property insured); and
- **d** located within England, Wales or Scotland but not the territorial sea adjacent thereto as defined in the Territorial Sea Act 1987;

ii We will not be liable for loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs, directly or indirectly caused by or contributed to by or arising from the use or threat of use, of:

- **a** any chemical, biological or bio-chemical weapon; or
- **b** any nuclear force, radioactive material, substance or contamination.

Terrorism Liability Provisions

Subject otherwise to the terms definitions conditions clauses and exclusions of this Policy, in respect of legal liability:

i caused by or contributed to by or arising from an act or acts of Terrorism (as defined above but excluding any act or acts consisting solely of the threat of force or violence); and

ii such act or acts occurring in England, Scotland or Wales but not in the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987,

We will indemnify You:

1 under Section 7: Employers Liability Section, where insured, provided that in respect of any one event or all events of a series consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from such act or acts of Terrorism will not exceed £5,000,000;

2 under Section 2: Public Liability and Products Liability, where insured, against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from such act or acts of Terrorism provided that Our liability for all damages (including interest thereon) will not exceed:

- **a** in respect of any one Occurrence or series of Occurrences not caused by Insured Products event £2,000,000 or the amount shown against the Indemnity Limit stated in the Schedule, whichever is the lower
- **b** in respect of any one Occurrence or series of Occurrences caused by Insured Products in any one Period of Insurance £2,000,000 or the amount shown against the Indemnity Limit stated in the Schedule whichever is the lower; and
- **c** in respect of all Pollution or Contamination (as defined in Section 2) consequent upon such act or acts of Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for Section 2: Public and Products Liability, whichever is the lower.

3 Pollution and Contamination (Applicable to Sections 1, 5 and 9)

Damage or Loss of Gross Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property insured caused by:

- **a** pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.
- **b** any of the Contingencies in **a** above which itself results from pollution or contamination.

4 Date Recognition

Any claim which arises directly or indirectly from or consists of the failure or inability of any:

a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or

b media or systems used in connection with anything referred to in **a** above,

whether the property of You or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or

ii the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

In respect of Section 1: Business Contents, Section 3: Loss of Money, Section 5: Business Interruption and Section 9: The Structure, this General Exclusion will not exclude Subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil heating installation, leakage of beverages from storage containers pipes and apparatus, impact by any vehicle, train or animal

This General Exclusion shall not apply to Section 7: Employers' Liability, of this Policy.

5 Cyber

a Cyber Loss; or

b loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected 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.

Provided that:

a the exclusion at item **a** above shall not apply to:

i any Damage to property insured and resulting business interruption, where insured by this Policy and which is not otherwise excluded under this Policy, which results from any fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage or impact by any vehicle or animal; or

ii any liability not otherwise excluded under Section 2: Public and Product Liability, of this Policy, where insured, for ensuing Injury or Damage to physical property,

which results from a Cyber Incident unless that Cyber Incident is arising from or connected with a Cyber Act; and

b the exclusion at item **b** above shall not apply where Data Processing Media owned or operated by You suffers physical loss or physical damage. In no event will cover under this Policy exceed the cost of repairing or replacing the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs shall not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be no higher than the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to You or any other party, even if such Data cannot be recreated, gathered or assembled.

We shall not indemnify You for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

This General Exclusion shall not apply to Section 7: Employers' Liability and Section 10: Refrigerated Stock, of this Policy.

6 Wilful Acts

Damage accident or liability caused by or happening through the wilful or malicious act of You or any person indemnified by this Policy.

7 Contractual Liability

Liability assumed by You under any agreement which but for the existence of such agreement would not have attached to You other than any warranty on goods implied by law or by virtue of any agreement with any local or district authority in connection with erected signs.

8 Personal Legal Liability

Loss or damage to property or liability in connection with the occupation or use of the Premises as a private dwelling or any personal legal liability not in connection with Your Business or Your family.

Section 1: **Business Contents**

Definitions

Business Contents

All Other Contents, Computer Equipment, Wines and Spirits and All Other Stock

All Other Contents

All Other Contents (other than Computer Equipment, Wines and Spirits and All Other Stock), belonging to You or for which You are responsible in connection with the Business including:

a vending machines office furniture, fixtures and fittings (including fixed glass therein), tools, equipment, utensils, security systems (including that part in the private dwelling portion where a system applies to both the Home and Business Portion), and all other contents Your property or property for which You are responsible.

b the personal property of Employees or visitors to the Premises for an amount not exceeding £100 in respect of the property of any one person.

but excluding:

i the contents and /or cash in vending machines

ii portable computers

iii money, gold and silver articles and jewellery, precious stones, furs, deeds, documents and travel tickets unless specifically mentioned in the Schedule the personal property of Employees or visitors to the Premises

iv any other property separately described in the Schedule or which is more specifically insured.

Computer Equipment

Computers, software and ancillary equipment other than portable computers belonging to You or for which You are responsible being used in connection with or for the purposes of the Business.

Wines and Spirits

Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

All Other Stock

Stock, work in progress and finished goods Your property or held in trust for which they are responsible other than Wines and Spirits.

Cover

We will Indemnify You in the event of Damage to the items described in the Schedule whilst in the Business Portion or Home caused by any of the following Contingencies:

Contingencies

1 **Fire (including subterranean fire), explosion, lightning or earthquake.**

2 **Storm or flood** excluding:

a Damage caused by frost, subsidence, ground heave or landslip

b Damage to moveable property in the open.

3 **Escape of water** from any tank apparatus or pipe excluding Damage to Business Contents when the Home is Unoccupied or Unfurnished.

4 **Riot, civil commotion, labour and political disturbances and strikes.**

5 **Malicious damage** excluding

a Damage by a person lawfully in or on the Premises

b Damage when the main building of the Home is Unoccupied or Unfurnished.

6 **Impact** with the Premises by aircraft or other aerial devices or anything dropped from them, vehicles, trains, animals, falling trees or branches, falling aerials or masts.

7 **Theft** or any attempted theft excluding:

a Damage when the Home is Unoccupied or Unfurnished

b Damage unless involving forcible and violent entry to or exit from the Premises when:

i any part of the Premises is lent, let or sub-let by You

ii both the Home and Business Portion are left unattended

iii any Business Portion which has its own separate external entrance door (whether such Business Portion is detached from or integral to the main building of the Premises) is left unattended

c Damage caused by You or any member of Your family or any Employee

d loss by deception unless deception is only used to gain entry to the Premises

e Damage to property in the open

8 **Theft by violence** or threat of violence to You, Your family or Employees.

9 **Escape of oil** from any fixed heating installation.

Exclusions

We will not be liable under this Section for:

a any property insured under Section 8 of this Policy.

b Damage by Contingencies 2 and 3 in respect of Computer Equipment, Wines and Spirits and All Other Stock in any portion of the Premises below street level unless such property is on racks or shelves at least 4 inches off the floor level or are in watertight containers;

c the distortion, corruption, erasure or disturbance of electronic records, programmes or software;

d any amount in excess of £250 in respect of any single living animal forming part of All Other Stock.

Extensions

A Removal of Documents

The insurance provided for All Other Contents extends to cover Damage caused by the Contingencies to business books, books of account, manuscripts, plans, designs and other documents, photographs, photographic negatives, video and audio tapes, and computer systems records whilst:

a temporarily at any premises not in Your occupation;

b stored for safekeeping at any bank, safety deposit or premises of Your professional advisers;

c in transit by road, rail or inland waterway.

provided that such property:

i remains within the United Kingdom;

ii is not otherwise insured;

and Our liability under this Extension will not exceed £1,000 for any one loss.

B Signs

We will indemnify You for accidental Damage to external advertising or name signs attached to a building at the Premises up to a maximum amount of £500 in any one Period of Insurance.

C Breakage of Glass and Sanitary Ware (Business Portion)

This Section extends to indemnify You for accidental breakage of glass in doors and windows, and sinks, wash basins and other sanitary ware in the Business Portion for which the cost of repair or replacement is Your responsibility and which is not more specifically insured by a separate buildings insurance policy, provided that such replacement or repair will be to a quality and functionality substantially similar to that of the damaged items as far as is reasonably possible at the time.

This Extension will also indemnify You against:

i the cost of boarding up the aperture pending glass replacement for which indemnity is provided above;

ii damage to the Business Contents caused by the glass breakage up to a limit of £250.

Excluding in respect of this Extension:

a damage when the main building of the Home is Unoccupied or Unfurnished;

b breakage of any pane(s) which were cracked or fractured prior to the inception of this Policy.

D Victim Counselling

If You (or any of Your Employees, if Section 7 Employers Liability is operative) suffer emotional stress as a result of an event insured by this Section We will pay the cost of any professional counselling which is recommended by a qualified medical practitioner and which is approved by Us before any costs are incurred, but excluding any amounts exceeding £1,000 in total for any one event.

E Outside Catering

We will indemnify You against Damage to Business Contents (other than Computer Equipment) caused by any of the Contingencies occurring in any building anywhere in the United Kingdom where You have provided catering facilities in connection with a function in pursuance of Your Business up to an amount not exceeding £1,000.

F Theft of Keys

We will indemnify You in respect of the replacement of locks following the theft of keys for the buildings, intruder alarm or safe or strongroom of the Premises whilst in the Premises or the private dwelling of any authorised Employee, up to a maximum of £1,500.

G Theft Damage to Buildings

The indemnity provided by Contingency No 7 extends to include Damage done to the buildings of the Business Portion for which the cost of repair or replacement is Your responsibility and which is not more specifically insured by a separate buildings insurance policy or by Section 9 of this Policy.

H Temporary Change of Address

If Damage insured by this Section is sufficiently serious to make it necessary to temporarily relocate the Business to alternative accommodation (with Our prior consent) then We will print and despatch up to 500 change of address notifications at Our own expense on Your behalf, subject to You supplying Us with a list of names and addresses of the intended recipients. The design and style of such notification to be entirely at Our discretion.

I Removal of Debris

The cost of clearing Business Contents debris as a result of Damage caused by any of the Contingencies insured by this Section up to a limit of 20% of the total sum insured by this Section.

J Property in the Open

We will indemnify You in respect of Damage to property in the open not otherwise excluded up to a limit of £1,000 for any one claim.

K Third Party Storage Sites

We will indemnify You in respect of Damage to Business Stock, where insured by this Section, while stored at third party storage locations within the United Kingdom, Channel Islands or the Isle of Man.

Provided that Our maximum liability under this Extension will not exceed:

a £1,000 in total for all claims or series of claims at a single location;

b £5,000 in the aggregate in any one Period of Insurance.

The cover provided by this Extension is subject to the following:

a cover includes theft or any attempt thereat;

b such property not being more specifically insured.

Special Conditions

1 Index Linking

The Sums Insured by each item of Section 1 of the Schedule is subject to Index Linking.

2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

3 Basis of Claims Settlement

The basis of claims settlement under this Section is:

a for all items totally lost or destroyed (other than Wines and Spirits and All Other Stock, business books, books of account, manuscripts, plans, designs and other documents, photographs, photographic negatives, video and audio tapes, computer systems records, linen, towels and clothing) no deduction for wear and tear and depreciation will be made provided that:

- **i** replacement of such items takes place without delay, and
- **ii** the relevant sum insured is adequate to pay for the replacement of all the property;

b for linen, towels and clothing which are totally lost or destroyed a deduction for wear and tear and depreciation will be made;

c in respect of business books, books of account, manuscripts, plans, designs and other documents, photographs, photographic negatives, video and audio tapes, and computer systems records, Your property, the amount payable is the cost of the materials, computer time and clerical labour expended in rewriting and reasonable costs of research of the information contained therein but not for the value to You of the information;

d for Wines and Spirits and All Other Stock other than for property held in Your trust totally lost or destroyed the amount payable is the cost of the materials and goods including the cost of work in progress incurred up to the date of the loss;

e for property held in Your trust which are totally lost or destroyed the amount payable is:

- **i** in respect of business books, books of account, manuscripts, plans, designs and other documents, photographs, photographic negatives, video and audio tapes, and computer systems records, the cost of the materials, computer time and clerical labour expended in rewriting and reasonable costs of research of the information contained therein but not for the value to You or the relevant customer of the information;
- **ii** in respect of other items, their market value;

f for items which are not totally lost or destroyed, the cost of repair.

In all cases replacement or repair will be to a quality and functionality substantially similar to that of the items lost damaged or destroyed as far as is reasonably possible at the time.

If the Sum Insured by any item of this Section is inadequate at the time of the loss then You will be considered as Your own insurer for the difference and will bear a rateable share of the loss accordingly.

4 Automatic Reinstatement of Loss

In the event of Damage under this Section We will automatically reinstate the relevant Sum Insured unless there is written notice to You by Us to the contrary.

Provided that

i You undertake to pay the appropriate additional premium;

ii You will take immediate steps to carry out any risk improvements alterations to the Premises which We may require.

5 Stock Records

It is a condition of this Section that You keep full records of all stock purchases and sales and that such records be either:

i kept in a fire resistant cabinet when not in use, or

ii at a location elsewhere than the Premises

in order to assist with the substantiation of any claim under this Section.

6 Excess

We will not be liable under this Section for the amount stated against the Excess in the Schedule.

7 Roof Condition

It is a condition precedent to Our liability that any felt on timber roof or roof with a pitch of 12.5 degrees or less is subject to the following inspection periods by a competent roofing contractor and evidence of the inspection must be retained with any recommendations implemented within 28 days of the inspection.

Unless under a guarantee the roof must be inspected every 2 years and have been inspected no more than two years prior to the Policy inception. If under a guarantee then following installation the inspection is to be undertaken every 5 years and then inspected every 2 years from the end of the guarantee.

Notwithstanding any other Excess applicable under this Section, We will not be liable for the first £500 of each and every claim for Damage to property insured under this Section attributable to Storm in respect of any portion of the Premises with any roof listed within this Condition.

All claims or series of claims arising out of any one original cause will be treated as one claim.

Section 2: **Public and Products Liability**

Definitions

Employee

Any person while working for You in connection with the Business who is:

a under a contract of service or apprenticeship with You

b a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You

c a labour master or person supplied by them

d a person engaged by a labour only sub-contractor

e a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You

f a driver or operator of hired-in plant

g a trainee or person undergoing work experience

h a voluntary helper.

Business

The Business as shown in the Schedule shall include:

a the ownership, repair, maintenance and decoration of the Premises

b private work undertaken with Your consent by any of Your Employees for Your directors, partners or senior Employees;

c the provision and management of canteen sports social and welfare organisations and first aid, medical and ambulance services for the benefit of Your Employees.

d fire and security services maintained solely for the protection of the Premises.

Craft

Craft shall mean any craft or thing made or intended to float on or through water, air or space.

Insured Products

a goods manufactured, sold, supplied (including any containers), repaired, renovated, serviced, altered, erected, installed or treated;

b work or services provided

within the United Kingdom by or on Your behalf in connection with the Business.

Territorial Limits

a anywhere within the United Kingdom other than offshore installations, or any other premises occupied or owned by You.

b travel elsewhere in the World by any of Your directors, partners or Employees normally resident in any of the territories stated in **a** above provided any work outside such territories is restricted to non-manual work.

Occurrences

We will indemnify You for all sums which You shall become legally liable to pay as damages and claimants' costs and expenses in respect of accidental:

a Injury to any person

b Damage to material property

c nuisance, trespass, obstruction, loss of amenities or interference with any right of way, light, air or water

d wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring during the Period of Insurance and within the Territorial Limits, and happening in connection with the Business, including where caused by the Insured Products.

Pollution or Contamination

a All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b all Damage or Injury, directly or indirectly caused by such pollution or contamination.

Indemnity Limit

Our liability for all damages payable under this Section and Extension B of Section 9 The Structure of this Policy (if operative) to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Indemnity Limit stated in the Schedule but the Indemnity Limit shall be the maximum amount payable in any one Period of Insurance in respect of liability arising from the Insured Products.

Costs

We will in addition

1 pay all costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section

2 pay solicitors fees incurred with Our written consent for representation at proceedings

- **a** in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury, Damage which may be the subject of indemnity under this Section, or
- **b** at a Coroners Court or Fatal Accident Inquiry.

Extensions

A Motor Contingent Liability

Notwithstanding Exclusion **i** of this Section We shall indemnify You against legal liability in respect of Injury or Damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by You

Excluding in respect of this Extension liability:

a in respect of Damage to such vehicle or to goods conveyed therein or thereon

b in respect of Injury or Damage arising while such vehicle is being

- **i** driven by You
- **ii** driven with Your general consent or of Your representatives by any person who to the knowledge of You or Your representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
- **iii** used elsewhere than in the United Kingdom

c in respect of which You are entitled to indemnity under any other insurance.

B Tenants Liability

If the Business Portion is leased let rented hired or lent to You Exclusion **b** of this Section shall not apply provided that the indemnity will not apply to legal liability in respect of:

a Damage arising under agreement unless liability would have attached to You in the absence of such agreement

b the first £100 of any one claim caused otherwise than by fire or explosion

c Damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf.

C Overseas Personal Liability

We shall indemnify You and, if You so request, any of Your directors or partners or any Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside the United Kingdom

Excluding in respect of this Extension liability:

a arising out of the ownership or occupation of land or buildings

b in respect of which any person referred to above is entitled to indemnity under any other insurance.

D Health and Safety at Work Act etc. 1974

We shall indemnify You and at Your request any of Your directors or partners or Employees in respect of legal costs and expenses You are legally liable to pay with Our written consent and costs awarded against You or any of Your directors or partners or Employees arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 or similar safety legislation of the United Kingdom provided that:

a the proceedings relate to the health safety or welfare of persons other than the Employees

b We will not indemnify You in respect of:

- **i** fines and penalties
- **ii** costs and expenses insured by any other policy;

c the proceedings arise from an incident which relates to a claim or potential claim under this Section.

E Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors, partners or Employees against legal costs and expenses incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

a Part 2 of the Consumer Protection Act 1987

or

b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

i the payment of fines or penalties

ii proceedings or appeals in respect of any deliberate act or omission by You

iii costs or expenses insured by any other policy.

F Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You or any other person is entitled to indemnity under this Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

a	Your directors or partners	£250
b	any Employee	£100

Provided that such expenses are not

i payable under Section 11 of this Policy

ii recoverable from any court, Tribunal or third party.

G Additional Persons Insured

The Definition of You/Your is extended to include:

a Your personal representatives in the event of Your death but only in respect of liability incurred by You;

b if You so request any of Your directors, partners or Employees while acting in connection with the Business provided You would have been entitled to Indemnity under this Section if the claim had been made against You;

c if You so request any officer or member of Your canteen sports social or welfare organisations and fire security first aid medical and ambulance services in their capacity as such but this shall not include medical or dental practitioners in relation to medical services provided

Provided that each party shall observe, fulfil and be subject to the terms, conditions, exclusions and limitations of this Section insofar as they can apply.

H Cross Liabilities

Where You comprise more than one party We will treat each party as if a separate Policy had been issued to each, provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

I Data Protection Legislation 2018

We will indemnify You against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that You:

a have complied in all respects with Your obligations under the Data Protection (Charges and Information) Regulations 2018;

b are not in business as a computer bureau; and

c were acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

Our liability under this Extension (including all compensation, costs and expenses) will be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity will not apply to:

i any material or non-material damage caused by any deliberate act or omission, by You, where such material or non-material damage could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;

ii any material or non-material damage caused by any act of fraud or dishonesty;

iii the costs and expenses of rectifying, rewriting or erasing data (including personal data);

iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;

v the payment by You of any regulatory fines or penalties;

vi any material or non-material damage caused by:

a any deliberate, reckless or negligent act of any of Your Employees; or

b any failure by an Employee to act in accordance with Your internal policies, procedures and guidelines; or

vii where You are covered by any other insurance.

For the purposes of this Extension:

i "GDPR" means:
The retained European Union law version of the General Data Protection Regulation (EU) 2016/679.

ii "compensation claim" means:
Any sums which You become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

iii "controller" will have the meaning given to it in Article 4 (7) of the United Kingdom GDPR.

iv "material or non-material damage" will be interpreted in accordance with Article 82 of the United Kingdom GDPR.

Exclusions

We will not be liable under this Section in respect of:

a Injury to any member of Your family or domestic staff or anyone employed by You to repair or decorate the Premises or any other Employee;

b Damage to property belonging to or in the charge or control of You, Your family or members of Your domestic staff but this exclusion shall not apply to:

i Employees' or visitors' property

ii any premises (including contents) which are temporarily occupied by You for the purpose of work in connection with the Business (not being buildings which are owned by or leased or rented to You);

c any Insured Products which to Your knowledge are to be used in any aircraft spacecraft rocket missile or satellite;

d liability arising from:

- **i** design, formula, advice or specification provided by You or on Your behalf for a fee or where a fee would normally be charged;
- **ii** breach of professional duty or malpractice of any nature by You or on Your behalf;
- **iii** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf;
- **iv** any treatment used, practiced or performed by You or on Your behalf other than when performing first aid;
- **v** any surgical operation or medical procedure by You or on Your behalf;

e the cost of expenses incurred in replacing or making good faulty, defective or incorrect:

- **i** workmanship
- **ii** design or specification
- **iii** materials, goods or other property supplied installed or erected by You or on Your behalf;

f any costs incurred in recalling or modifying any Insured Products;

g the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof;

h the ownership possession or use by You or on Your behalf of any animal:

- **i** of a species defined as dangerous in the Animals Act 1971
- **ii** classified as a specially controlled dog as defined in the Dangerous Dogs Act 1991
- **iii** whilst held in compulsory quarantine by You or on Your behalf following its arrival, or suspected arrival, from outside the United Kingdom;

i the ownership possession or use by You or on Your behalf of any Craft, or mechanically propelled vehicle (including power assisted cycles) other than:

- **i** mechanically propelled garden implements used within the grounds of the Premises in connection with the Business
- **ii** liability caused by or arising out of the loading or unloading of a mechanically propelled vehicle;

j liability which attaches by virtue of any express warranty, indemnity or guarantee given or entered into by You but which would not have been attached in the absence of such warranty, indemnity or guarantee;

k liability assumed by You under any contract or agreement which would not have attached to You in the absence of such contract or agreement;

l work away from the Business Portion of the Premises involving the application of heat other than in connection with catering activities;

m Injury or Damage to property caused by or in connection with Insured Products knowingly exported (whether or not by You or on Your behalf) outside the countries of the European Union unless specifically mentioned in the Schedule;

n any liquidated, aggravated, punitive or exemplary damages, or any additional damages resulting from the multiplication of compensatory damages, or any fines or penalties;

o Pollution or Contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during any Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during any Period of Insurance shall not exceed in the aggregate the Indemnity Limit specified in respect of Section 2 in the Schedule.

This Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.

p Pollution or Contamination, occurring in the United States of America and/or Canada and/or their dependencies or trust territories;

q liability arising out of:

- **i** failure or partial failure of computer programmes written, devised, designed or adapted by You or on Your behalf to fulfil the purpose for which they were intended
- **ii** Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein
- **iii** loss of data or provision of incorrect data or failure to supply data; or

r liability arising out of:

- **i** libel slander or infringement of plans copyright patent trade name trade mark or registered design
- **ii** incorrect information or errors or omissions in published materials.

Special Condition

Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Damage to third party property occurring elsewhere than at the Premises.

Section 3: **Loss of Business Money**

Definition

Money

Cash, Bank and Currency Notes, of whatever currency, Uncrossed Cheques, Girocheques, Postal Orders or Money Orders, unused current Postage Stamps (not a collection), unaffixed National Insurance Stamps, National Savings Stamps, Holiday with Pay Stamps, Trading Stamps, Franking Machine Impressions, Luncheon Vouchers, Trade Discount Vouchers and Trade Discount Coupons, excluding Money not held in connection with the Business.

Non-Negotiable Money

Crossed Cheques, Girocheques, Postal Orders or Money Orders, Banker's Drafts, or Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards, National Savings Certificates, Credit Card Vouchers, Debit Card Vouchers and V.A.T purchase invoices, excluding Money not held in connection with the Business.

Cover

We will indemnify You for loss by any cause whatsoever (except as excluded below) of Money and Non-Negotiable Money belonging to You or for which You are responsible in connection with the Business whilst it is in any of the situations described below in respect of any one loss up to the amount stated against each Item in the Schedule:

Money whilst:

a in transit and in Your custody or any authorised person on Your behalf;

b in transit by special delivery post;

c deposited in a bank night safe;

d in the Premises whilst attended and not in safe;

e in the Premises whilst unattended and not in safe;

f in the Premises in safe;

g in the private dwelling of any authorised Employee;

h Non-Negotiable Money in any of the above described situations.

Extension

1 Damage to Safes and Carrying Cases

We will indemnify You against such Damage in the event of Damage to any:

a safe or strongroom

b case, bag or waistcoat when used for the carriage of Money

directly associated with any theft or attempted theft therefrom except insofar as this cost is otherwise insured.

Exclusions

We will not be liable under this Section for:

a loss arising from fraud or dishonesty of any member of Your family or any Employee not discovered within fourteen days of the occurrence;

b loss which but for the existence of this Section would have been covered by a Fidelity Guarantee Policy except for any excess beyond the amount recoverable thereunder;

c shortages due to errors, omissions, depreciation in value or loss of market;

d loss arising outside the United Kingdom or from any unattended motor vehicle;

e Money left overnight in outbuildings.

Special Conditions

1 Precautions

It is a condition of this Section that whenever the Business Portion and/or Home is unattended:

i the keys to any safe and its combination code (if there is one) should be deposited in a secure place not in the vicinity of the safe

ii any cash till drawers should be either left open or removed from the till, and the contents of the till placed elsewhere out of sight.

2 Excess

We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

Section 4: **Personal Accident (Assault)**

Definition

Person Insured

You or any member of Your family residing at the Premises or any Employee aged not less than 16 years nor more than 75 years.

Cover

If any Person Insured suffers bodily injury caused as the result of robbery or any attempt thereat in the course of the Business which shall independently of any other cause be the sole cause of death or disablement We will pay the Person Insured or their legal personal representative the Benefits shown against the appropriate Item in the Schedule for any of the Results specified below:

Results

1 Death (which shall not be presumed by disappearance of the Person Insured)

2 Disablement being:

- **a** total and permanent loss of all sight in one or both eyes or
- **b** total loss by physical severance or total and permanent loss of use of one or both hands or feet or
- **c** permanent total disablement from usual occupation

3 Temporary total disablement from usual occupation

Extension

1 Personal Effects

We will also pay for Damage to clothing and personal effects sustained by the Person Insured as a direct result of the robbery or attempt thereat up to an amount of £250 any one Person Insured.

Exclusions

We will not be liable under this Section for any Death, Disablement or Temporary Total Disablement:

a arising from or attributable to self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life);

b contributed to or accelerated by:

- **i** the influence of alcohol or drugs (other than drugs prescribed by a qualified medical practitioner)
- **ii** insanity (whether temporary or otherwise)
- **iii** pre-existing physical defect.

Special Conditions

1 Medical Supervision and Examinations

- **a** In the event of any Disablement the Person Insured must immediately place themselves under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.
- **b** In the event of any Temporary Total Disablement no payment shall be made unless the Person Insured shall have continued to be cared for by a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.

2 Limitations

Benefits for:

- **a** Result **3** shall be payable for a period not exceeding 104 weeks in the aggregate from the commencement of the Result to occur
- **b** Result **3** shall be payable when the total amount has been agreed or at the request of the Person Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by Us.

Benefits will not be payable for:

i any of the Results occurring after 12 months of the injury causing such Result

ii more than one of Results **1** and **2** and when payable for one of those Results Benefit shall not also be payable for Result **3** caused by the same injury nor for any of the Results caused by any subsequent injury to such Person Insured.

Section 5: **Business Interruption**

Definition

Annual Gross Income

The Gross Income earned during the twelve months immediately before the Damage.

Gross Income

The money paid or payable to You for goods sold and delivered (less net purchase price of goods) and for services rendered in the course of the Business carried on at or from the Premises.

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the Business shall be affected in consequence of the Damage.

Standard Gross Income

The Gross Income earned during that period in the twelve months immediately before the date of the Damage that corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as near as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Cover

We agree to indemnify You against the following Covers arising out of an interruption in the Business:

1 Loss of Income

In the event of the Business carried on by You at the Premises being interrupted or interfered with as a direct result of Damage, for which liability has been admitted under Section 1 which results in a loss of Gross Income We will indemnify You up to the Sum Insured stated in the Schedule in respect of:

a the amount by which Gross Income earned during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Income;

b Increase in cost of working, being the additional expenditure necessarily and reasonably incurred in consequence of the Damage in order to maintain the Gross Income during the Indemnity Period but not exceeding the additional amount which would have been payable under **a** above had such additional expenditure not been incurred;

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

provided that if the Sum Insured in respect of Gross Income be less than the Annual Gross Income the amount payable thereunder shall be proportionately reduced.

2 Loss of Book Debts

In the event of records of accounts receivable kept on the Premises being lost, destroyed or damaged as a direct result of Damage which results in:

a loss of sums due to You from customers, and provided You are consequently unable to effect collection of such sums;

b interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectable by such Damage;

c any collection expense in excess of normal collection costs and made necessary because of such Damage;

We will indemnify You up to an amount not exceeding the Sum Insured stated in the Schedule.

Provided that if the Sum Insured stated in the Schedule is less than the total of outstanding debts owed to You by customers at the time of the Damage then the amount payable under this Cover shall be proportionately reduced.

Extensions

A Auditors Fees

This Section extends to include reasonable fees payable to Auditors or Professional Accountants for producing and certifying such information or evidence as may be required by Us in support of any claim up to an amount not exceeding £5,000 any one claim.

B Prevention of Access

Damage to property within one mile of the Premises arising from any of the Contingencies in Section 1 and as a result of which use of the Premises is hindered or access thereto is prevented (whether the Premises or Your other property is damaged or not).

C Suppliers Extension

Cover 1 of this Section extends to indemnify You for loss of Gross Income as a result of Damage arising from any of the Contingencies in Section 1 occurring at the premises of any of Your suppliers within the United Kingdom but excluding suppliers of electricity, gas, water or telecommunication services

provided that

Our maximum liability in respect of any one occurrence shall not exceed 10% of the Sum Insured in respect of loss of Gross Income.

D Public Utilities

Cover 1 of this Section extends to indemnify You for loss of Gross Income as a result of Damage arising from any of the Contingencies in Section 1 occurring at any:

a generating station or sub-station of the electricity supply undertaking, or

b land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith, or

c water or pumping station of the water supply undertaking

from which You obtain electricity, gas, or water services within the United Kingdom.

E Murder, Suicide or Disease etc.

Cover 1 of this Section extends to indemnify You in respect of loss of Gross Income resulting from interruption of or interference with the Business during the Indemnity Period following:

a murder or suicide occurring at the Premises

b the occurrence of the following diseases:

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever

at the Premises

c any of the diseases listed in item **b** above occurring within a 10 mile radius of the Premises

d injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the Premises

e any accident causing defects in the drains or other sanitary arrangements at the Premises

f the discovery of vermin or pests at the Premises

provided the use of the Premises is restricted on the order or advice of a competent authority

The maximum amount payable under each of **a** to **d** above is £25,000 during each Period of Insurance.

F Documents

Covers 1 and 2 of this Section extend to include Damage resulting from interruption of or interference with the Business arising from any of the Contingencies in Section 1 to business books, books of account, manuscripts, plans, designs and other documents, photographs, photographic negatives, video and audio tapes, and computer systems records belonging to You or held by You in trust by whilst:

a temporarily at any premises not in Your occupation;

b stored for safekeeping at any bank, safety deposit or premises of Your professional advisers;

c in transit by road, rail or inland waterway;

anywhere within the United Kingdom.

G Storage Sites

Cover 1 of this Section extends to indemnify You for loss of Gross Income as a result of Damage arising from any of the Contingencies in Section 1 occurring at any premises in the United Kingdom, the Channel Islands or the Isle of Man, not owned or occupied by You, where Your property is stored.

Exclusions

We will not be liable under this Section:

a if the Business be wound up or carried on by an administrator, a liquidator or receiver or permanently discontinued or Your interest shall cease (otherwise than by death) unless any of these events have been previously advised to and acknowledged by Us

b for loss sustained in consequence of erasure, distortion or corruption of data or programmes in computer systems unless caused by the Damage.

Special Conditions

1 First Financial Year

In the event of Damage occurring before the expiration of the first financial year of the Business the results of the Business to the date of the Damage shall be used as a basis upon which to assess the likely Annual Gross Income of the Business that would have been achieved in the first financial year had the Damage not occurred.

2 Automatic Reinstatement of Loss

In the event of a claim under this Section We shall automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that You undertake to pay the appropriate additional premium.

3 Goods Sold Elsewhere

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

4 Records

It is a condition of this Section that Your books of account and other financial records and business books and records of outstanding debts be either:

a kept in a fire resistant cabinet when not in use, or

b at a location elsewhere than the Premises

in order to assist with the substantiation of any claim under this Section.

Section 6: **Goods in Transit**

Definitions

Course of Transit

Course of Transit means from the moment of lifting of the Property Insured for the purpose of transit, whilst being loaded in or on the Insured Vehicle by You or on Your behalf, whilst in transit on or in such Insured Vehicle in Your or any of Your Employees custody, whilst being unloaded from the Insured Vehicle and until delivered but excluding any installation.

Insured Vehicle

A vehicle owned, hired or borrowed by You, a member of Your family or an Employee.

Property Insured

Business Contents excluding:

a mobile telephones and radio pagers;

b portable computers, office machinery and electrical equipment;

c hand tools, photographic equipment, professional equipment, and survey equipment;

d documents.

Cover

We will indemnify You for Damage by any cause whatsoever (except as excluded below) to the Property Insured belonging to You or for which You are responsible in connection with the Business whilst in the Course of Transit anywhere in the United Kingdom and the Republic of Ireland including sea transits between these territories up to the Sum Insured stated in the Schedule.

Extension

A Exhibitions and Fairs

This Section extends to include the Property Insured whilst temporarily on display, and not contained in an Insured Vehicle, at any exhibition, trade fair or craft fair which You are attending for the purpose of the Business up to the Sum Insured stated in the Schedule

excluding in respect of this Extension theft whilst the Property Insured is:

a left unattended unless contained in a locked building of substantial construction:

i to which only You, members of Your family or an Employee have access, or

ii which is guarded by a professional security organisation;

b attended by a person other than You, a member of Your family or an Employee

In addition, for the purposes of overnight storage between the hours of 9.00 p.m. and 6.00 a.m. of the Property Insured during the duration of the exhibition or fair (up to a maximum of 3 consecutive nights) Exclusion **c** below does not apply.

Exclusions

We will not be liable for:

a spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the Insured Vehicle transporting the Property Insured;

b theft of unattended goods unless from an Insured Vehicle where the ignition key has been removed, all doors, windows and similar openings tightly closed and locked and (where fitted) any special locking devices, immobilisers, or alarms duly set and in operation;

c theft from an Insured Vehicle left loaded and unattended between the hours of 9.00 p.m. and 6.00 a.m. unless kept at the address mentioned in the Schedule and the vehicle secured as stipulated in **b** above;

d accidental breakage of brittle articles (including glass, glass products, china, ceramic objects and pottery) unless caused by road accident happening to the Insured Vehicle;

e scratching, bruising or denting of furniture unless caused by road accident happening to the Insured Vehicle or by fire or theft.

Special Conditions

1 Basis of Claims Settlement

The basis of claims settlement under this Section shall be the same as that applicable to the respective types of Property Insured under Section 1 Business Contents.

2 Excess

We shall not be liable under this Section for the amount of the Excess stated in the Schedule for each and every claim.

Section 7: **Employers Liability**

Definitions

Employee

Any person while working for You in connection with the Business who is:

a under a contract of service or apprenticeship with You

b a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You

c a labour master or person supplied by them

d a person engaged by a labour only sub-contractor

e a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You

f a driver or operator of hired-in plant

g a trainee or person undergoing work experience

h a voluntary helper.

Business

The Business as shown in the Schedule shall include:

a the ownership, repair, maintenance and decoration of the Premises;

b private work undertaken with Your consent by any of Your Employees of for Your directors, partners or senior Employees;

c the provision and management of canteen sports social and welfare organisations and first aid, medical and ambulance services for the benefit of Your Employees;

d fire and security services maintained solely for the protection of the Premises.

Territorial Limit

a anywhere in the United Kingdom other than offshore or any offshore oil rig or platform including journeys to and from;

b elsewhere in the World by directors, partners or Employees normally resident in any of the territories stated in **a** above provided any work outside these territories is restricted to non-manual work

Occurrences

We will indemnify You for all sums which You shall become legally liable to pay as damages and claimants' costs and expenses in respect of accidental Injury sustained by any Employee occurring during the Period of Insurance and within the Territorial Limits and arising out of and in the course of their employment or engagement by You in the Business.

Indemnity Limit

Our liability of (inclusive of costs as defined below) is limited to that stated in the Schedule in respect of any one claim or series of claims against You arising out of one occurrence.

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom 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.

Costs

We will

1 pay all costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section.

2 pay solicitors' fees incurred with its written consent for representations at proceedings:

a in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury which may be the subject of indemnity under this Section, or

b at a Coroners Court or Fatal Accident Inquiry.

Extensions

A Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by an Employee, or the personal representatives of any Employee, in respect of Injury to the Employee caused during any Period of Insurance and occurring in connection with the Business against any person or company resident in the United Kingdom in any court situate in the said territories and remaining unsatisfied in whole or part six months after the date of such judgment, We will pay to the Employee or the personal representatives of the Employee at Your request the outstanding amount.

provided that:

a there is no appeal outstanding;

b after making any payment We may enforce the unsatisfied judgment for its Our own benefit;

c this Extension shall not apply to any claim arising out of any mechanically propelled vehicle for which insurance or security under any Road Traffic Act legislation is required.

B Health and Safety at Work etc. Act 1974

Irrespective of whether any person has sustained Injury We will at the Your request also pay the costs and expenses You are legally liable to pay with Our written consent in defending any director, partner, or Employee in the event of such a person being prosecuted for an offence under the above Act. We will also pay the costs incurred with Our written consent in appealing against any judgment given.

provided that

a the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance;

b the proceedings arise from an incident which relates to a claim or potential claim under this Section;

c this indemnity does not:

i provide for the payment of fines or penalties;

ii apply to proceedings which arise out of any activity or risk excluded from the Policy;

d Our liability will not exceed £25,000 in respect of any one claim or series of claims arising out of one occurrence.

C Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You or any other person is entitled to indemnity under this Section We will pay compensation to You at the following rates per day for each day on which attendance is required:

a	Your directors or partners	£250
b	any Employee	£100

provided that such expenses are not

i payable under Section 11 of this Policy

ii recoverable from any court, Tribunal or third party.

D Additional Persons Insured

The Definition of You/Your is extended to include:

a Your personal representatives in the event of Your death but only in respect of liability incurred by You;

b if You so request any of Your directors, partners or Employees while acting in connection with the Business provided You would have been entitled to Indemnity under this Section if the claim had been made against You;

c if You so request any officer or member of Your canteen sports social or welfare organisations and fire security first aid medical and ambulance services in their respective capacity as such but this shall not include medical or dental practitioners in relation to medical services provided

provided that each party will observe, fulfil and be subject to the terms, conditions, exclusions and limitations of this Section insofar as they can apply.

D Cross Liabilities

Where You comprise more than one party, We will treat each party as if a separate Policy had been issued to each, provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

Exclusion

This Section does not cover Injury to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such Injury is caused by or arises out of the use by or on Your behalf of a vehicle on a road.

For the purpose of this exclusion the expressions “vehicle”, “use” and “road” shall have the same meanings as Part VI of the Road Traffic Act 1988 (or as that Act may be modified by subsequent legislation).

Section 8: **Specified All Risks**

We will indemnify You in the event of accidental Damage happening within the Geographical Limits shown in the Schedule to the property described in the Schedule belonging to You or for which You are responsible the value of such property or the amount of Damage at the time of such Damage or at Our option reinstate or replace such property

Provided that Our liability in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its Sum Insured or any other stated limit of liability.

Geographical Limits

A Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man.

B Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.

C Worldwide which means anywhere in the world including the United Kingdom and Europe.

Exclusions

We will not be liable under this Section for:

i wear, tear, deterioration, insect, vermin, moth, mildew, rust, corrosion, action of light or other gradually operating cause;

ii Damage caused by any process of cleaning, renovating, restoring, repairing, maintenance;

- **a** due to faulty workmanship; or
- **b** arising during removal or installation;

iii Damage caused by mechanical derangement, breakdown or fault;

- **a** to watches and clocks by over-winding; or
- **b** to any plant or apparatus as a result of adjustment or interference with any component part, its over running or misuse;

iv the distortion, corruption, erasure or disturbance of electronic records, programmes or software;

v Damage by confiscation or detention by Customs or other official or authorities;

vi theft from an unattended vehicle unless:

- **a** the property insured has been concealed from sight in a locked boot, or a locked glove compartment or a locked cargo area; and
- **b** all doors, windows and any other openings of the vehicle have been secured and locked; and
- **c** any other locking devices, alarm or immobiliser systems fitted to the vehicle are brought into operation; and
- **d** the ignition key is removed from the vehicle; and
- **e** the vehicle is kept in a locked garage if left between the hours of 9.00 p.m. and 6.00 a.m.

vii Computer Equipment, mobile telephones or radio pagers whilst left unattended unless in the Business Portion or Home, in a locked hotel room, or the locked boot or locked glove compartment of a locked vehicle secured as stipulated in **vi** above.

viii loss or theft not reported to the police within 24 hours of discovery;

ix Damage due to faulty design and/or materials;

x Damage caused:

- **a** by domestic pets;
- **b** maliciously by a person lawfully on the Premises.

Special Conditions

1 Basis of Claims Settlement

The basis of claims settlement under this Section is:

- **a** in respect of business books, manuscripts, plans, designs and other documents, photographs, photographic negatives, video and audio tapes, computer systems records, the cost of the materials, computer time and clerical labour expended in rewriting and reasonable costs of research of the information contained therein but not for the value to You of the information;
- **b** in respect of mobile telephones and radio pagers totally lost or destroyed, whichever is the lesser of:
  - **i** the replacement value of the equipment (maintaining the same telephone number or equivalent contact number) with no deduction for wear and tear and depreciation, or
  - **ii** the cost of a new rental contract and equivalent equipment and facilities (with, if necessary, a new telephone number or equivalent contact number or including the transfer fee for the existing number), and including the cost of any remaining legally binding contractual rental obligation and disconnection fee under the existing rental agreement;
- **c** for all other items totally lost or destroyed no deduction for wear and tear and depreciation will be made provided that replacement of such items takes place without delay;

d for items which are not totally lost or destroyed, the cost of repair.

In all cases replacement or repair shall be to a quality and functionality substantially similar to that of the items lost damaged or destroyed as far as is reasonably possible at the time.

If the Sum Insured by any item of this Section is inadequate at the time of the loss then You shall be considered as Your own insurer for the difference and shall bear a rateable share of the loss accordingly.

2 Excess

We will not be liable under this Section for the amount of the Excess stated in the Schedule for each and every claim.

Section 9: **The Structure**

Definitions

Buildings

The walls, roof fabric and foundations of all the buildings forming the Premises including:

a all fixed glass in windows and doors

b central heating apparatus and pipes

c fixtures and fittings of all descriptions attached to the fabric of the building

d forecourts, terraces, drives, footpaths, patios, roads, pavements, car parks, yards

e swimming pools, tennis courts, car ports

f boundary walls, gates and fences.

Unless otherwise stated on the Schedule the buildings are built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or asbestos, other than in respect of outbuildings.

Tenants Improvements

Internal partitioning, tenants improvements, special ceilings, wallpapers and the like and landlords' fixtures and fittings Your property or for which You are responsible in the Business Portion.

Cover

We will Indemnify You in the event of Damage to the items described in the Schedule whilst in the Business Portion or Home caused by any of the following Contingencies:

Contingencies

1 **Fire (including subterranean fire), explosion, lightning or earthquake.**

2 **Storm or flood** excluding:

- **a** Damage caused by frost, subsidence, ground heave or landslip
- **b** Damage to moveable property in the open.

3 **Escape of water** from any tank apparatus or pipe excluding Damage to Business Contents when the Home is Unoccupied or Unfurnished.

4 **Riot, civil commotion, labour and political disturbances and strikes.**

5 **Malicious damage** excluding

- **a** Damage by a person lawfully in or on the Premises
- **b** Damage when the main building of the Home is Unoccupied or Unfurnished.

6 **Impact** with the Premises by aircraft or other aerial devices or anything dropped from them, vehicles, trains, animals, falling trees or branches, falling aerials or masts.

7 **Theft** or attempted theft excluding Damage occurring when the main building of the Home is Unoccupied or Unfurnished.

8 **Theft by violence** or threat of violence to You, Your family or Your Employees.

9 **Escape of oil** from any fixed heating installation.

Extensions

A Breakage of Glass and Sanitary Ware

This Section extends to indemnify You for accidental breakage of glass in doors and windows, and sinks, washbasins and other sanitary ware in the Home and Business Portion of the Premises where the cost of replacement is borne by You, provided that such replacement or repair shall be to a quality and functionality substantially similar to that of the damaged items as far as is reasonably possible at the time.

This Extension will also indemnify You against the cost of boarding up the aperture pending glass replacement for which indemnity is provided above.

Excluding in respect of this Extension:

- **a** damage when the main building of the Home is Unoccupied or Unfurnished;
- **b** breakage of any pane(s) which were cracked or fractured prior to the inception of this Policy.

B Property Owner's Liability

Occurrences **a**, **b**, **c** and **d** of Section 2 Public Liability of this Policy are deemed to be extended to include Your liability arising out of the ownership of (or legal obligation to maintain and insure) the Buildings of the Home and/or Business Portion of the Premises.

This Extension is subject to the Definitions, Indemnity Limit and Exclusions (other than Exclusion **b** of Section 2) insofar as they can apply.

C Defective Premises Act 1972

The indemnity provided by this Extension is deemed to extend to include liability arising under Section 3 of the Defective Premises Act 1972 for accidents occurring in connection with any premises in the United Kingdom disposed of and previously owned or leased by You

provided that this Extension shall:

- **i** only apply to liability falling upon You by virtue of said Act;

ii not apply to the cost of remedying any defect or alleged defect in such previous premises;

iii not apply to any liability for which You are entitled to indemnity under any other insurance.

D Underground Services

Accidental damage happening to underground pipes cables and drains (and their relevant inspection covers) supplying services to and carrying waste from the Premises to the point of junction with the public supply lines, mains and sewers where the cost is borne by You.

E Transfer of Interest

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

F Fees

Additional costs necessarily and reasonably incurred as described below due to the repair or replacement of the Buildings following Damage for which indemnity is granted under of this Section:

Architects' and Surveyors' fees for the reinstatement of the Buildings but not for preparing any claim.

G Removal of Debris

Additional costs necessarily and reasonably incurred as described below due to the repair or replacement of the Buildings following Damage for which indemnity is granted under of this Section:

the costs of debris removal, dismantling, demolishing, shoring or propping up that portion of the property insured destroyed or damaged other than costs:

a incurred in removing debris not in or on the Premises and the area immediately adjacent thereto

b arising from pollution or contamination of property not insured by this Policy.

H Public Authorities

Additional costs necessarily and reasonably incurred as described below due to the repair or replacement of the Buildings following Damage for which indemnity is granted under this Section:

of reinstatement of the Buildings sustaining Damage thereby insured and undamaged portions thereof incurred solely with legislation and regulations under Acts of Parliament or local authority bye-laws but not for additional costs in respect of:

a compliance where notice has already been served on You prior to the Damage

b any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws.

Special Conditions

1 Index Linking

The property insured by this Section is subject to Index Linking.

2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section (other than in respect of Extension B) is the Sum Insured stated in the Schedule for each item plus Index Linking.

3 Basis of Claims Settlement

The basis of claims settlement under this Section is the cost of rebuilding or repair of the Buildings without deduction for wear, tear or depreciation, provided that:

a the Buildings have been maintained in a good state of repair;

b the repair or rebuilding shall be to a condition substantially the same as but not better or more extensive than when new.

If the Sum Insured by any item of this Section is inadequate at the time of the loss then You shall be considered as Your own insurer for the difference and shall bear a rateable share of the loss accordingly.

4 Automatic Reinstatement of Loss

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that You undertake to pay the appropriate additional premium.

5 Excess

We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

6 Roof Condition

It is a condition precedent to Our liability that any felt on timber roof or roof with a pitch of 12.5 degrees or less is subject to the following inspection periods by a competent roofing contractor and evidence of the

inspection must be retained with any recommendations implemented within 28 days of the inspection.

Unless under a guarantee the roof must be inspected every 2 years and have been inspected no more than two years prior to the Policy inception. If under a guarantee then following installation the inspection is to be undertaken every 5 years and then inspected every 2 years from the end of the guarantee.

Notwithstanding any other Excess applicable under this Section, We will not be liable for the first £500 of each and every claim for Damage to property insured under this Section attributable to Storm in respect of any portion of the Premises with any roof listed within this Condition.

All claims or series of claims arising out of any one original cause will be treated as one claim.

Section 10: **Refrigerated Stock**

Definition

Refrigerated Stock

Any perishable food for human consumption of which it is normal practice to place into deep freeze or refrigeration for preservation purposes.

Cover

Refrigerated Stock belonging to You or for which is You are responsible in connection with the Business whilst stored only in any proprietary deep frozen food storage cabinet or refrigerated food storage cabinet (not being a cabinet with a driving motor exceeding 1.5 horse power or a cold room) contained in the Premises and due to deterioration or putrefaction caused by:

i sudden breakdown or failure of the refrigeration process due to inherent fault or accidental damage;

ii accidental failure of the public electricity supply;

up to an amount not exceeding the Sum Insured stated against this Section in the Schedule.

Exclusions

We will not be liable under this Section for:

a loss occurring in any cabinet which is older than 10 years when this insurance commences unless there is in force in respect of such cabinet a maintenance or service agreement either with the manufacturers or suppliers of the cabinet or a firm of refrigeration engineers approved by Us;

b wear, tear, deterioration of the cabinet or other gradually operating cause;

c incorrect setting of the thermostats or automatic controlling devices;

d any consequential stoppage of work or other indirect loss;

e loss arising from the deliberate act of the relevant public supply authority or by the exercise of its power to withhold or restrict supply or by strikes or industrial disputes;

f further breakdown or failure as described above until any necessary repairs have been carried out to Our satisfaction (which shall not be unreasonably withheld).

g any loss, destruction, damage, deterioration or putrefaction caused by a Cyber Event.

For the purposes of this Exclusion, Cyber Event shall mean:

a a failure of electronic equipment to correctly recognise, process or store any date; or

b a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:

i a virus (a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);

ii hacking (unauthorised access to any computer or other electronic equipment); or

iii a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

Section 11: **Business Legal Expenses**

Claims under this Section are administered and managed by ARAG on Our behalf.

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Appointed Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person We appoint to act on the Insured Person's behalf.

ARAG

ARAG Legal Expenses Insurance Company Limited.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount ARAG will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on the Insured Person's behalf the amount is currently £100 per hour. This amount may vary from time to time.

Costs and Expenses

a All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by ARAG in accordance with the ARAG Standard Terms of Appointment.

b The costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or the Insured Person pays them with the agreement of ARAG.

Countries Covered

a For Insured Incidents 2 Legal Defence (excluding 2 5 Statutory Notice Appeals) and 3 B Bodily Injury:

The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

b For all other Insured Incidents:

The United Kingdom,the Isle of Man and the Channel Islands.

Date of Occurrence

a For civil cases (other than as specified under **c** to **e** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.

b For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.

c For Insured Incident 4 Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies You of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

d For Insured Incident 2. Legal Defence 5. Statutory Notice Appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35, legislation and regulations.

Insured Incident

As set out in sub-sections **1** to **4** under the heading "Insured Incidents" of this Section 11 (Business Legal Expenses).

Insured Person

a You and Your directors, partners, managers, employees and any other individuals declared to Us by You.

b A person contracted to work for You, who works for You on the same basis as Your employees, and performs that work under Your supervision and direction.

Preferred Law Firm

A law firm, barrister or tax expert, who ARAG choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the ARAG agreed service standard levels, which ARAG audit regularly. They are appointed according to the ARAG Standard Terms of Appointment.

Reasonable Prospects

a For civil cases, the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that We have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A Preferred Law Firm or tax consultancy on our behalf, will assess whether there are Reasonable Prospects.

b For criminal cases there is no requirement for there to be prospects of a successful outcome.

c For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

i includes a request to examine any aspect of Your books and records; or

ii advises of a check of Your whole tax return.

Value Added Tax (VAT) Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.

Making a Claim

Please refer to the Helpline Services in the Business Advice Service section at the front of this Policy for the legal advice services which are available.

If the Insured Person wishes to speak to ARAG about:

- Legal Advice – the Insured Person can get telephone legal advice on any legal issue affecting the Business.
- Insurance Claims – the Insured Person can report a claim 24/7.
- Tax Advice – dedicated tax advisers can provide advice on tax issues affecting the Business.

Please phone ARAG on **0330 041 3760**. ARAG will ask the Insured Person about their legal issue and if necessary call them back to deal with their query.

Important information

Please do not ask for help from a lawyer, accountant or anyone else before ARAG have agreed that the Insured Person does so. If they do, We will not pay the costs involved even if ARAG accept the claim.

Report the claim

- Call ARAG on **0330 041 3760**, available 24 hours a day, 7 days a week
- Have the policy number ready and ARAG will ask the Insured Person about their claim

ARAG will assess the claim

- To check the Insured Person's claim is covered by the policy
- And, if it is, ARAG will send it to a lawyer who specialises in that type of claim

The lawyer will

- Assess the Insured Person's case and tell them how likely it is they will win

If the Insured Person is more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. ARAG's claims handlers can answer any questions the Insured Person may have when they receive the claim, alternatively the Insured Person can visit **claims.araginsurance.co.uk**

Cover

We agree to provide the insurance described in this Section for You (or where specified, the Insured Person) in respect of any Insured Incident arising in connection with the Business shown in the Schedule, subject to the terms, conditions, exclusions and limitations set out in this Section and Policy.

provided that:

1 Reasonable Prospects exist for the duration of the claim

2 the Date of Occurrence of the Insured Incident is during the Period of Insurance, or

3 during the currency of a previous equivalent legal expenses insurance policy, provided that:

- i the previous legal expenses insurance policy required You to report claims during its currency
- ii You could not have notified a claim previously as You could not have reasonably been aware of the Insured Incident
- iii cover has been continuously maintained in force
- iv any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and
- iv the available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy

4 any legal proceedings will be dealt with by a court, or other body which ARAG agree to, within the Countries Covered, and

5 the Insured Incident happens within the Countries Covered.

What We Will Pay

We will pay an appointed Representative, on Your behalf, Costs and Expenses incurred following an Insured Incident, and any compensation awards that ARAG have agreed to, provided that:

1 the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards, is shown as the Indemnity Limit in the Schedule;

2 the most We will pay for the total of all compensation awards under Insured Incident 1 Employment Disputes and Compensation Awards B Compensation awards in any one Period of Insurance shall not exceed £1,000,000;

3 the most We will pay in Costs and Expenses is no more than the amount ARAG would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time;

4 in respect of an appeal or the defence of an appeal, You must tell ARAG as soon as possible and within the statutory time limits allowed, that You want to appeal. Before We pay the Costs and Expenses for appeals, ARAG must agree that Reasonable Prospects exist;

5 for an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, ARAG must agree that Reasonable Prospects exist;

6 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award; and

7 in respect of Insured Incident 2 Legal Defence 6. Jury Service and Court Attendance the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal, less any amount You, the court or tribunal pays.

What We Will Not Pay

1 In the event of a claim, if You decide not to use the services of a Preferred Law Firm or tax consultancy, You will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by Us.

2 If the Insured is registered for VAT We will not pay the VAT element of any Costs and Expenses.

3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim may be withdrawn.

Insured Incidents

1 Employment Disputes and Compensation Awards

A Employment Disputes

We will pay Costs and Expenses to defend Your legal rights:

1 before the issue of legal proceedings in a court or tribunal:

- i following the dismissal of an employee; or
- ii where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or

2 in unfair dismissal disputes under the ACAS Arbitration Scheme; or

3 in legal proceedings in respect of any dispute relating to:

- a a contract of employment with You; or
- b an alleged breach of the statutory rights of an Employee, ex-Employee or prospective Employee under employment legislation.

Exclusions

We will not pay any claim relating to the following:

1 unless equivalent legal expenses insurance was continuously in force before:

- a any dispute where the originating cause of action arises within the first 90 days of the start of this section;
- b any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this section if the Date of Occurrence was within the first 180 days of the start of this section and the dispute relates directly to the same matter(s) which gave rise to that warning;
- c any notice of redundancy or alleged redundancy which occurs within the first 180 days of the start of this section;

2 employee internal disciplinary or grievance procedures;

3 Damages for personal injury;

4 Transfer of Undertakings Regulations (TUPE) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations; or

5 pursuing Your legal rights.

B Compensation Awards

In respect of a claim ARAG have accepted under Insured Incident 1 A Employment Disputes We will pay:

1 any basic and compensatory award; and/or

2 an order for compensation following a breach of Your statutory duties under employment legislation.

Provided that

a In cases relating to performance and/or conduct, You have throughout the employment dispute either:

1 followed the ACAS code of Disciplinary and Grievance Procedures; or

2 followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or

3 sought and followed advice from the ARAG legal advice service (telephone **0330 041 3760**).

b For an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from the ARAG legal advice service since the date when You should have known about the employment dispute (telephone **0330 041 3760**).

c For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from the ARAG legal advice service before starting any redundancy process or procedure with Your employees (telephone **0330 041 3760**).

d Any sum of money in settlement of a dispute is awarded by a court, by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by ARAG.

e The total amount payable by Us for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance is £1,000,000.

Exclusions

We will not pay any claim relating to the following:

1 Any compensation award relating to the following:

a trade union activities, trade union membership or non-membership;

b pregnancy or maternity rights, paternity, parental or adoption rights;

c health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;

d statutory rights in relation to trustees of occupational pension schemes.

2 Non-payment of money due under a contract.

3 Any award ordered because You have failed to provide relevant records to Employees under National Minimum Wage legislation.

4 Any compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

C Employee Civil Legal Defence

We will pay Costs and Expenses to defend the Insured Person's (other than your) legal rights if:

a an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or

b civil action is being taken against them as trustee of a pension fund set up for the benefit of Your employees.

Please note that We will only provide cover for an Insured Person (other than You) at Your request.

D Service Occupancy

We will pay the Costs and Expenses to recover possession of premises owned by You, or for which You are responsible from Your Employee or ex-Employee.

Exclusion

We will not pay any claim relating to defending Your legal rights other than defending a counter-claim that is an Insured Incident under this section.

2 Legal Defence

We will pay Costs and Expenses to defend the Insured Person's legal rights (provided that for each of the following sections of Legal defence cover 1–6 You request Us to provide cover for the Insured Person.)

1 Criminal Pre-proceedings Cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

Provided that for claims relating to the Health and Safety at Work etc. Act 1974 the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business. See Cover section of this Section.

Exclusions

We will not pay any claim relating to the following:

1 any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or

2 investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2 Criminal Prosecution Defence

Following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that for claims relating to the Health and Safety at Work etc. Act 1974 the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business. See Cover section of this Section.

Exclusion

We will not pay any claim relating to the prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 Data Protection

If civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

1 an individual. We will also pay any compensation award in respect of such a claim; or

2 a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. We will not pay any compensation award in respect of such a claim.

Provided that in respect of 1 above, any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by ARAG.

Please note that We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see General Exclusion 3 under this Section.

Exclusions

We will not pay any claim relating to:

1 the loss, alteration, corruption or distortion of, or damage to stored personal data; or

2 a reduction in the functionality, availability, or operation of stored personal data,

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

4 Wrongful Arrest

If civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

5 Statutory Notice Appeals

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting Your Business.

Exclusions

We will not pay any claim relating to the following:

1 an appeal against the imposition or terms of any statutory notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration; or

2 a statutory notice issued by an Insured Person's regulatory or governing body.

6 Jury Service and Court Attendance

In the event of an Insured Person's absence from work:

a to perform jury service; or

b to attend any court, tribunal or at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

Exclusions

We will not pay any claim relating to:

1 any claim if You or the Insured Person are unable to prove the loss.

3 Property Protection and Bodily Injury

A Property Protection

We will pay Costs and Expenses in a civil dispute relating to physical property which is owned by You, or is Your responsibility, following:

1 any event which causes physical damage to such physical property;

2 a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it);

3 a trespass.

Please note that You must have, or there must be reasonable prospects of establishing You have, the legal ownership or right to the physical property that is the subject of the dispute.

Exclusions

We will not pay any claim relating to the following.

1 a contract entered into by You;

2 physical property which is in transit or which is lent or hired out;

3 goods at premises other than those occupied by You unless the goods are at such premises for the purpose of installations or use in work to be carried out by You;

4 mining subsidence;

5 defending Your legal rights other than in defending a counter-claim that is an Insured Incident under this policy;

6 a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles; or

7 the enforcement of a covenant by or against You.

B Bodily Injury

At Your request, We will pay Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

Exclusions

We will not pay any claim relating to the following:

1 any illness or bodily injury that happens gradually;

2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;

3 defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or

4 clinical negligence.

4 Tax Protection

We will pay Costs and Expenses for:

1 A Tax Enquiry.

2 An Employer Compliance Dispute.

3 A VAT Dispute.

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note We will only cover tax claims which arise in direct connection with the activities of the Business. See the Cover section of this Section.

Exclusions

We will not pay any claim relating to the following:

1 A tax avoidance scheme.

2 Any failure to register for Value Added Tax or Pay As You Earn.

3 Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigation Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.

4 Any claim relating to import or excise duties and import VAT.

5 Any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

General Exclusions to the Section

We will not pay any claim relating to the following:

1 Any claim reported to ARAG more than 180 days after the date the Insured Person should have known about the insured incident.

2 Costs and Expenses incurred before expressed acceptance of a claim by ARAG.

3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Insured Incidents 1 B Compensation Awards and 2 Legal Defence.

4 Legal action an Insured Person takes which ARAG or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us, ARAG or the Appointed Representative.

5 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

6 Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Section.

7 Any claim relating to rights under a franchise or agency agreement entered into by You.

8 Any claim under this policy for a dispute with ARAG. For disagreements with ARAG about the handling of a claim refer to Condition 8, under this section.

9 Any claim relating to a shareholding or partnership share, in the Business.

10 Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

11 Any claim where either at the start of, or during the course of a claim:

- **a** You are declared bankrupt;
- **b** You have filed a bankruptcy petition;
- **c** You have filed a winding-up petition;
- **d** You have made an arrangement with Your creditors;
- **e** You have entered into a deed of arrangement;
- **f** You are in liquidation; or
- **g** part or all of Your affairs or property are in the care or control of a receiver or administrator.

12 Any claim relating to written or verbal remarks that damage the Insured Person's reputation.

13 Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

General Conditions to the Section

1 **a** On receiving a claim, if representation is necessary, ARAG will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.

b If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may, if you prefer, choose a law firm or tax expert of your own choice to act as the Appointed Representative. We will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award.

c If You choose a law firm as Your own Appointed Representative who is not a Preferred Law Firm or tax consultancy, ARAG will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if Your Appointed Representative refuse to act on this basis, the most We will pay is the amount ARAG would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount We will pay a law firm (where acting on your behalf) is currently £100 per hour. This amount may vary from time to time.

d The Appointed Representative must co-operate with ARAG at all times and must keep ARAG up to date with the progress of the claim.

2 An Insured Person must:

a co-operate fully with Us, ARAG and the Appointed Representative;

b give the Appointed Representative any instructions that ARAG ask them to.

3 **a** An Insured Person must tell ARAG if anyone offers to settle a claim and must not negotiate or agree to any settlement without ARAG's expressed consent.

b If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses.

c ARAG may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these

circumstances an Insured Person must allow ARAG to take over and pursue or settle a claim in their name. An Insured Person must allow ARAG to pursue at its own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give ARAG all the information and help ARAG need to do so.

4 **a** An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if ARAG ask for this.

b An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that ARAG have to pay and must pay ARAG any amounts that are recovered.

5 If the Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end at once, unless ARAG agree to appoint another Appointed Representative.

6 **a** If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses ARAG have paid.

b If during the course of a claim Reasonable Prospects no longer exist the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards We have agreed to, up to the date cover was withdrawn.

7 If there is a disagreement between an Insured Person and ARAG on the merits of the claim or proceedings, or on a legal principle, ARAG may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by ARAG and the cost expressly agreed in writing between the Insured Person and ARAG. Subject to this We will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that ARAG have agreed to) or make a successful defence. This does not affect the Insured Person's rights under Condition 8, under this Section

8 If there is a disagreement about the handling of a claim and it is not resolved through ARAG's internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk)**

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 An Insured Person must:

a keep to the terms and conditions of this Section;

b take reasonable steps to avoid and prevent claims;

c take reasonable steps to avoid incurring unnecessary costs;

d send everything We or ARAG ask for in writing; and

e report to ARAG full and factual details of any claim as soon as possible and give ARAG any information that is needed.

10 If any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

11 This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where Your Business is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

12 Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions and exclusions, under this Section, the interpretation under this Section will take precedence.

Data Protection

ARAG will process your personal information in accordance with their Privacy Notice. You can find ARAG's Privacy Notice online at www.arag.co.uk/privacy. Alternatively, you can make a request for a printed copy to be sent to you by contacting **dataprotection@arag.co.uk.**

How to make a complaint

ARAG will always aim to give the Insured Person a high quality service. If the Insured Person thinks ARAG have let them down, they can contact ARAG by:

- phoning **0344 893 9013**.
- emailing **customer-relations@arag.co.uk**
- writing to the Customer Relations Department at:

  ARAG Legal Expenses Insurance Company Limited
  Unit 4a, Greenway Court, Bedwas
  Caerphilly CF83 8DW
- completing the ARAG online complaint form at **www.arag.co.uk/complaints**

Further details of the ARAG internal complaint-handling procedures are available on request.

If the Insured Person is not happy with the complaint outcome or if ARAG have been unable to respond to the Insured Person's complaint within 8 weeks, they may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

The Insured Person can contact them by:

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

Further information is available on their website:
www.financial-ombudsman.org.uk

Using this service does not affect the Insured Person's right to take legal action.

ARAG Regulatory Information

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited,
Unit 4a Greenway Court, Bedwas
Caerphilly CF83 8DW

Registered in England and Wales, company number 103274. Website: **www.arag.co.uk**

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website **www.fscs.org.uk.**

Section 12: **Personal Accident**

Definitions

Person Insured

You or Your partners directors or employees aged not less than 16 years nor more than 75 years when named in the Schedule.

Accident

Bodily injury caused solely by violent accidental external and visible means which injury shall within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

Cover

In the event of any Accident happening to the Person Insured who shall thereby suffer any of the Results We will pay the Person Insured or their legal personal representative the Benefit stated in the Schedule for that Result as specified below:

Results

1 Death (which shall not be presumed by disappearance of the Person Insured)

2 Permanent Disablement being:

- **a** total loss by permanent loss of all sight in one or both eyes
- **b** total loss by physical severance or total and permanent loss of use of one or both hands or feet
- **c** total and permanent disablement from engaging in or attending to business of any kind

3 Temporary total disablement from engaging in or attending to usual business

Exclusions

This Section will not apply to an Accident or Result consequent upon:

1 the Person Insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.

The expression "aircraft" shall mean any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft

2 the Person Insured engaging in:

- **a** winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports
- **b** riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind

3 the Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause

4 the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision UNLESS for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease

5 intentional self-injury, provoked assault, fighting (except in bona fide self-defence), wilful exposure to needless peril (except in an attempt to save human life), violation or attempted violation of the law or resistance to arrest or the Insured Person taking or attempting to take their own life;

6 or contributed to by any Person Insured suffering from any pre-existing physical or mental defect or infirmity

7 the Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

Special Conditions

1 Limit of Liability

Compensation for Result **3** shall:

- **a** not exceed normal weekly net earnings
- **b** be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result
- **c** be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result **3** We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person Insured in connection with the Injury causing the Result.

Compensation shall not be payable for more than one of the Results described under **1** or **2** above and when payable for one of those Results shall not be payable for Result **3** caused by the same Accident nor for any of the Results caused by any subsequent Accident.

2 Change in Circumstances

You shall give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section shall give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives shall in all cases effectually discharge Us.

Section 13: **Household Contents**

Definitions

Household Contents In Your Home

Household Contents at the Premises comprising household goods, works of art, collections, audio and visual equipment clothing, luggage, sports equipment, gold and silver articles, watches, jewellery, cups, trophies, furs and pedal cycles belonging to You or the resident manager or any of their family permanently residing with them excluding any article, collection or set with a value in excess of £5,000 unless specifically mentioned in the Schedule

Household Contents Away From Your Home

Household Contents anywhere in the world other than at the Premises comprising household goods, works of art, collections, audio and visual equipment clothing, luggage, sports equipment, gold and silver articles, watches, jewellery, cups, trophies, furs and pedal cycles belonging to You or the resident manager or any of their family permanently residing with them excluding any article, collection or set with a value in excess of £5,000 unless specifically mentioned in the Schedule.

Cover

We will Indemnify You in the event of accidental Damage to the Property described by each Item in the Schedule by payment or at Our option by reinstatement or repair.

Exclusions

This Section does not cover:

1 Damage to hearing aids, contact or corneal lenses, money, documents, securities, motor vehicles, caravans, camping equipment, watercraft, aircraft or animals

2 Property used for any professional or business purposes

3 Property more specifically insured by You or on Your behalf

4 Property left in an unattended motor vehicle unless all doors, windows and boot or hatchback are closed and securely locked

5 Damage to pedal cycles:

- **a** by theft if left unattended anywhere other than at the Premises unless immobilised by a security device
- **b** when used for practising or for racing, pacemaking or time trials

6 Damage to sports equipment while in use

7 Damage caused by or resulting from:

- **a** wear and tear, the action of light or atmosphere, moths vermin or insects
- **b** any process of cleaning, dyeing, restoring, adjusting or repairing
- **c** corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration

8 Damage to any item arising from its own mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions

9 erasure or distortion of information on computer systems or other records unless more specifically insured under the Policy Extensions

10 Damage by confiscation or detention by Customs or other officials or authorities

11 Damage following dishonesty or fraudulent action by Your employees or any person lawfully on the Premises

12 Damage by chewing, scratching, tearing or fouling by domestic pets

13 Damage to Household Contents In Your Home in any portion of the Premises which is Vacant or Disused.

Special Conditions

1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each Item plus Index Linking.

3 Basis of Claims Settlement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

If the Sum Insured for any item at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly. We may at Our option reinstate or replace the Property or any part thereof.

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. We will only indemnify You for individual damaged items and not undamaged companion pieces.

4 Automatic Reinstatement of Sum Insured

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

a You undertake to pay the appropriate additional premium

b You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require.

5 Excess

In respect of:

A Household Contents In Your Home

B Household Contents Away From Your Home

We shall not be liable for the amount of the Excess stated at **A** and **B** respectively in the Schedule for each and every claim except under the Policy Extensions if otherwise stated.

Optional Extensions

These Extensions are operative only if the number set against them appears in the appropriate place in the Schedule.

In respect of each of the following Extensions the terms conditions limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

Extension 1: All Risks Business Contents

Section 1 is extended to include the following Contingency:

11 Any Other Accidental Damage but excluding:

a Damage caused by or resulting from:

- **i** wear, tear, deterioration, insect, vermin, moth, mildew, rust, corrosion, action of light or other gradually operating cause;
- **ii** any process of cleaning, renovating, restoring, repairing;
- **iii** maintenance;

  due to faulty workmanship; or

  arising during removal or installation;
- **iv** mechanical derangement, breakdown or fault;

  to watches and clocks by over-winding; or

  to any plant or apparatus as a result of adjustment or interference with any component part, its over running or misuse;
- **v** domestic pets.

b any shortage due to error or omission or loss revealed by stocktaking or an inventory;

c Damage specifically excluded in the:

- **i** Contingencies 1-10 in Section 1
- **ii** Exclusions applicable to Section 1
- **iii** General Exclusions

Extension 2 : Hair and Beauty Treatment

Definitions

Standard Treatments shall mean:

a washing, cutting, styling and drying of the hair

b tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser

c eyebrow and eyelash plucking, shaping and tinting

d manicure and pedicure (but not chiropody) including the application of acrylic coatings

e application of cosmetics and facial masks including ionisation and steaming treatments

f application of proprietary hair removal preparations other than electrolysis

g normal hairdressing work on wigs and hairpieces

Suitably Trained Person

In respect of beauty treatments (defined as **c, d, e** and **f** above) any person 18 years or over who has more than one year's continuous experience of beauty therapy

In respect of hairdressing (defined as **a**, **b** and **g** above) any person 18 years or over who has either

a more than 3 years' continuous experience of professional hairdressing or

b completed 2 years technical college training in hairdressing

Cover

The cover provided by Section 2 extends to include liability arising out of any operation of the Standard Treatments in the Premises or elsewhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands (except any premises owned or occupied by You not being the Premises insured hereunder) by You or any of Your Employees.

Exclusions

We will not be liable for any claim arising out of or attributable to:

a application by You or any one acting on Your behalf or use upon Your advice or any one acting on Your behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by You or anyone acting on Your behalf

b use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation

c any treatment carried out by any person other than a Suitably Trained Person except:

- **i** the washing and drying of hair, hairpieces or wigs
- **ii** whilst such person is under the direct and continuous supervision of a Suitably Trained Person

d vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectable beauty and aesthetic treatments or body piercing.

Special Conditions

1 Our maximum liability in respect of any one occurrence or series of occurrences arising out of any one cause and the total amount payable during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule in addition to costs and expenses incurred with Our written consent.

2 This Extension excludes liability arising from or caused by work undertaken on Your behalf by medically qualified clinicians unless You have established and maintain an administrative procedure for obtaining evidence that medically qualified clinicians effect public liability insurance that:

- **a** covers the work to be undertaken by the medically qualified clinician
- **b** is subject to an Indemnity Limit of not less than that provided by this Policy
- **c** includes an Indemnity to Principals Clause
- **d** remains in force throughout the duration of the contract with You

Extension 3: Work Away

Cover provided by Section 2 extends to apply whilst You and/or any of Your Employees are engaged in work in connection with the Business anywhere in the United Kingdom Isle of Man or Channel Islands (except any premises owned or occupied by You not being the Premises insured hereunder) excluding the amount of the Excess shown in the Schedule in respect of Damage to Property.

Extension 4: Injury to Working Partners

Cover provided by of Section 7 is extended to include Injury sustained by any working partner provided that We will only be liable under this Extension where:

a the Injury is sustained whilst such partner is working in connection with the Business

b the Injury is caused by the negligence of another partner or Employee whilst working in the Business.

Extension 5: All Risks The Structure

Section 9 is extended to include the following Contingency:

10 Any Other Accidental Damage but excluding:

- **a** Damage caused by or resulting from:
  - **i** subsidence, ground heave or landslip;
  - **ii** costs of maintenance or normal redecoration;
  - **iii** normal settling, cracking, shrinkage or expansion of the Buildings or any part of the site on which they stand, collapse resulting from errors in design, errors in processing, faulty workmanship, faulty materials or inherent defect in structure or design, coastal or river erosion or settlement of made-up ground;
  - **iv** wear and tear, deterioration, insect, vermin, mildew, wet and dry rot, woodworm, rust, corrosion, atmospheric conditions, action of light or other gradually operating cause;
  - **v** any process of cleaning, renovating, restoring, repairing, building or maintenance;
  - **vi** removal or installation;
  - **vii** domestic pets.
- **b** Damage specifically excluded in the:
  - **i** Contingencies 1–9 in Section 9
  - **ii** Exclusions applicable to Section 9
  - **iii** General Exclusions

Endorsements

These Endorsements are operative only if the letter set against them appears in the appropriate place in the Schedule

A Intruder Alarm Condition

It is a condition of Theft cover provided by this Policy that a fully operative Intruder Alarm system in accordance with a specification lodged with Us (with signalling in the agreed manner and any additions or amendments agreed in writing by Us) is installed at the Premises.

It is further agreed that:

a the alarm be set at all times when:

- **i** both the Home and Business Portion are left unattended
- **ii** You and Your family retire for the night
- **iii** any Business Portion is left unattended where the alarm is capable of being separately set for this portion of the Premises.

b the alarm is maintained, periodically inspected and kept in thorough working order by the makers, installers or other appropriate alarm engineers (approved by Us) under contract during the continuance of this Policy;

c the alarm is always tested before being set and if the alarm does not respond to the test or any other defect is discovered at the time the makers, installers or alarm engineers be informed immediately and the defect remedied. If there is expected to be a delay or there is an actual delay of such repair in excess of 24 hours then You must notify Us as soon as is reasonably practicable;

d if You are advised that any part of the service provided by the Police authority is withdrawn in respect of the Premises (whether advised to You in writing or otherwise) all cover for theft is deemed inoperative unless We have agreed otherwise in writing.

B Subsidence, Ground Heave, Landslip on Buildings

The following Contingency is added to Sections 1 and 9 (if operative) of this Policy:

Damage by subsidence or ground heave of the site on which the Premises stand or landslip,

excluding Damage:

a to terraces, forecourts, patios, drives, roads, footpaths, pavements, car parks, yards, swimming pools, tennis courts, car ports, walls, gates, fences, piping, ducting, cables and wires unless the main Buildings are damaged at the same time by the same cause;

b caused by the bedding down or settlement of new structures or the settlement or movement of made up ground;

c caused by coastal or river erosion;

d to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are damaged at the same time by the same cause;

e resulting from demolition or structural alteration or repair to the Buildings or groundworks or excavation on the same site;

f resulting from defective design, faulty workmanship or the use of defective materials in the Buildings;

g which commenced prior to the inception of this cover;

h the amount of the Excess stated in the Schedule for each and every claim.

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with General Condition 5 Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. We will return any premium paid in accordance with General Condition 5 Cancellation.

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your Policy number:

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to Intact Insurance..

If your complaint is still outstanding you can write to Intact Insurance direct at the following address:

Intact Insurance
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: **customerrelations@intactinsurance.co.uk**

Please ensure that you quote your policy number in all correspondence.

Details of Intact Insurance's complaints procedures including information on what you should expect in response to your complaint can be found on Intact Insurance's website at **www.intactinsurance.co.uk/contact-us/complaints.**

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk.**

For complaints relating to Section 11: Business Legal Expenses, of this Policy, please refer to the "How to make a Complaint" entry in that Section.

Details about our Regulator

Intact Insurance policies are underwritten by Intact Insurance UK Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**.
The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pra**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**

Data Protection

At Intact Insurance. we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from **www.intactinsurance.co.uk/privacy-notice/.** This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which Intact Insurance are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

Intact Insurance UK Limited (No. 00093792). Registered in England and Wales at 22 Bishopsgate, London, EC2N 4BQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 202323). Intact Insurance UK Limited is part of Intact Financial Corporation. Calls may be recorded and monitored.
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