intact INSURANCE

Pubs / Restaurants & Hotels

Policy

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Welcome to Intact Insurance

Intact Insurance is here to help people, businesses and society prosper in good times and be resilient in bad times. It is why we exist. We also believe that insurance is about people, not things.

Our purpose and belief drive everything we do and give meaning to our work.

Through the expertise of our teams and the range of our products, we aim to minimise disruption to your business and get you back on track as quickly as possible. So, when you are faced with the unexpected, you can focus on running your business, knowing that Intact Insurance will always strive to go further to help you.

Thank you for choosing us.

About Your Policy

Your Policy is made up of this **Policy** wording and the accompanying **Schedule** and **Statement of Fact**.

These documents collectively form the contract of insurance and should be read collectively as one.

This **Policy** is a legal contract between **You** the 'Policyholder' (also referred to as You/Your/Yourself) and Intact Insurance UK Limited (Us/We/Our/Ourselves/Intact Insurance). Please take the time to read all parts of **Your Policy** carefully, and to familiarise **Yourself** with the content.

Your Policy sets out the details of **Your** insurance including what is covered and any exclusions or limitations. It also sets out the rights and obligations of the two parties, as well as other important information that **We** recommend **You** familiarise **Yourself** with.

Throughout this **Policy** any:

- reference to the singular will include the plural or vice versa.
- legal references shall include any equivalent legal provision in the jurisdiction of **Your** ordinary residence or location of the risk insured provided that such jurisdiction falls within the **Territorial Limit** of this **Policy**.
- references to any Act or law including any rule, order, regulation or other similar instrument made thereunder shall include any amendment, replacement, consolidation or re-enactment of such Act or law.
- heading is intended for ease of reference only and does not affect its interpretation.

Please read **Your** documents carefully. If there are any aspects of **Your Policy** of which **You** are uncertain, or **You** believe to be incorrect please contact **Us** or **Your** broker if **You** have one.

This **Policy** wording is available in large print format on request.

Should you need to contact **Us**, **You** can do so via **Your** broker if **You** have one, or by email, telephone or via **Our** web-site using the contact details provided in this **Policy.** Alternatively, **You** may write to **Us** at:

Intact Insurance
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Your Duty of Fair Presentation

Our acceptance of this risk is in accordance with the Insurance Act 2015 which requires **You** to make a fair presentation of the risk.

Your obligation to disclose material circumstances

There is a legal duty on **You** to provide **Us** with a fair presentation of the subject matter of this insurance. This duty is fulfilled by ensuring that **We** have access to all material information about **Your** risk when calculating the premium and setting the terms and conditions of **Your Policy**. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **We** will accept this as being a fair presentation of the risk.

Alteration of the Risk

The duty continues throughout the **Period of Insurance**, so if there is a change of circumstance which might adversely affect the risks against which **You** have insured, **You** should make a fair presentation of this to **Us**. At that time, **We** may wish to amend the premium, or set new terms and conditions to reflect the change in circumstance.

Breach of Duty and how that may impact You.

If at any time **You** fail to make a fair presentation of the risk insured, including of any change in circumstance, then **We** may be entitled to cancel this **Policy** or reduce the amount of any claims payment in accordance with the provisions of the Insurance Act 2015.

Navigating Your Policy

We appreciate that there will be aspects of this **Policy** that **You** may need to access quickly. This page sets out where **You** can find this information for ease of reference. Some words in this **Policy** have a special meaning. They start with a capital letter and are in bold type whenever they appear in the **Policy**, and are listed under **Definitions - Words with special meanings**. **We** do recommend that **You** familiarise **Yourself** with all parts of **Your Policy**.

What is covered and not covered by Your Policy?

Your cover is broken down into different policy sections which may contain section level definitions, exclusions, and conditions. These operate specifically to the cover being provided under that section.

However, they also operate in addition to any **General Exclusions** and **General Conditions** that apply across all sections of the **Policy** unless otherwise stated.

What information do You need to share with Us about You and Your Business?

Our agreement to issue this **Policy** is based upon **You** making a fair presentation of the risk in accordance with the provisions of the Insurance Act 2015. Failure to do so may impact **Your Policy** and payment of claims. Please refer to **Your Duty of Fair Presentation**.

How can You make a claim?

Details of how **You** can make a claim and any obligations upon **You** or **Us** throughout the claim process can all be found under Claims Conditions.

How may this policy be cancelled?

Details of both parties' rights to cancel this **Policy** and any premium that may be due back to **You** upon such cancellation are set out under **Cancelling the Policy** and **Premium Adjustment** within the **General Conditions**.

How will We process Your information?

Any personal information that **You** provide, will be managed by **Us** in accordance with **Our** Privacy notice. **We** have included a section which provides the detail and a link to Intact Insurance's full Privacy Statement. Please refer to **Your Personal Information**.

How can You make a complaint?

Whilst we endeavour to ensure good customer outcomes in all that **We** do, there may be times where **You** feel that **We** have not met **Your** expectations. **We** have set out the options available to **You** in such circumstances under **Making a Complaint**.

Customer Care Services

As part of **Our** commitment to customer care, **We** have provided additional services to help **You** when **You** need it most.

Claims Helpline

We recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)**

  0345 300 4006
  (Please quote **Your Policy number**)

Emergency Repairs

Should emergency repairs be needed to **Your Property**, **We** will put **You** in touch with a tradesperson from our carefully selected panel. **You** will have to pay the cost of any work done, but where the **Damage** is caused by an insured **Event**, **You** can of course submit the cost as part of **Your** claim. Whatever the nature of the emergency, **You** just need to make a single phone call.

Catastrophe Claim

If **You** are faced with a major catastrophe, such as a serious fire or flood, **We** recognise that **You** will need expert assistance immediately. **We** will send a representative to help **You** in a major crisis, 24 hours a day, 365 days a year.

Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

  01455 251500
  (Please quote reference number **70108**)

You will only be able to make a claim under this **Policy** for Legal Expenses Insurance if this section is shown as Included in **Your Schedule**.

Please note that if Legal Expenses Insurance is included under **Your Policy** the same telephone number applies in respect of **Covered Legal Proceedings** 1 – Employment Disputes which requires **You** to have sought and followed advice from our Legal Consultants using this number before materially changing or attempting to change the particulars of an **Employee's** contract of employment or dismissing an **Employee** (whether or not by reason of redundancy). Please refer to page 89 of the Legal Expenses Insurance section of this **Policy** for more information.

Claim Notification

Conditions that apply to this **Policy** in the event of a claim are set out in the **Policy** Conditions pages of this **Policy**. It is important that **You** comply with all **Policy** Conditions and **You** should familiarise yourself with their requirements.

Directions for claim notification are included in the **Policy** Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The **Policy** Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

- **Your** name, address, and **Your** email and contact numbers
- Personal details necessary to confirm **Your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

Sometimes **We** or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service **We** offer to **Our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **We** consider it appropriate, and **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **We** can offer repair or replacement through a preferred supplier but **We** agree to pay a cash settlement, then payment will normally not exceed the amount **We** would have paid our preferred supplier.

Claims Conditions

The following conditions apply except where otherwise detailed under "Requirements which You must comply with" in respect of Legal Expenses Insurance.

1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or Injury including (to the extent possible) the amount of the claim

B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves

C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**

D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent

E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**

F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter

G) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim

H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter

I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any **Insured Person** covered under these Insurances shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim.

Where material to the loss, failure to comply with any of these conditions will result in Us not paying Your claim.

2 Our Control Of Claims

We will be entitled

A) on the happening of any **Damage** to the property insured to enter, take and keep possession of the building where **Damage** has happened, to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose

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

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

D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy,** provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other policy.

This condition does not apply to Money Insurance, the Contingent Motor Liability cover under Liabilities Insurance – Section 2 Public Liability/Product Liability or to Personal Accident Insurance.

4 Arbitration (not applicable to Liabilities Insurance, Personal Injury (Robbery) cover under Money Insurance or Legal Expenses Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

General Conditions

1 Alteration of Risk

No cover shall be provided under this **Policy** if and to the extent that any **Damage** arises as a result of any material alteration to or of

A) the **Business**

B) the **Premises**

C) **Property** within the **Premises** or

D) the occupation of the **Premises** by **You** or **Your Employees**

during the **Period of Insurance** of this **Policy**.

2 Change of Status

This **Policy** shall be automatically terminated if and when

A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

or

B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death.

3 Cancelling the Policy

You may cancel this **Policy** by informing **Us** in writing, and cancellation will be effective from the date of receipt of **Your** instructions.

We may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation, **We** will refund the premium **You** paid for the rest of the insurance period. **We** will only do this if **You** have not made a claim during the **Period of Insurance** or if the amount to be refunded is greater than £25.

4 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

5 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.

6 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

7 Observance of Terms

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

8 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

For all purposes, including but not limited to, the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

9 Reasonable Precautions

You must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

If **You** discover any defect or danger, **You** must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

10 Sanctions

We shall not provide coverage 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**, **You** or **We** 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** shall, 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 clause a **Prohibition** shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

[1.] Any prohibition or restriction under United Nations resolutions;

[2.] 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

[3.] 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.

11 Asbestos

Unless agreed by **Us** in writing to the contrary, **You** must ensure that **You** only undertake visual inspections in relation to **Asbestos** and when coming into contact with **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials You** always stop work and employ a licensed **Asbestos** contractor.

Where it is material to the loss, failure to comply with any of these requirements will result in Us not paying Your claim.

12 Premium Adjustment

We do not charge any administration fees or cancellation fees for this **Policy**.

We will agree to waive any premiums due to **Us** that are less than £25.

We will not refund any premiums due to **You** that are less than £25.

General Exclusions

(Exclusions that do not apply to the whole Policy are shown in the individual Insurance section.)

THIS POLICY (INCLUDING ALL EXTENSIONS OF COVER) DOES NOT COVER

1 War and Allied Risks

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

This Exclusion shall not apply in respect of Liabilities Insurance Section 1 Employers' Liability.

2 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising 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,

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

C) any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

3 Terrorism

Damage or any loss occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

B) in Northern Ireland civil commotion.

This **Policy** also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means:

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

In so far that the insurance by this **Policy** is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

1) influence any government or any international governmental organisation

or

2) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.

This Exclusion shall not apply in respect of the Liabilities Insurance, Terrorism Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

4 Cyber and Data

Any:

i) **Cyber Loss** or;

ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent **Damage** to **Property Insured** and the amount of loss resulting from interruption of or interference with **Your Business** caused by such **Damage** to **Property Insured** where such **Damage** is caused by any of the following **Events** which directly results from a **Cyber Incident** or a **Cyber Act** unless otherwise excluded by this Policy:

Fire, smoke, lightning, explosion, earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicles or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation or Theft or attempted theft.

This Exclusion shall not apply in respect of the Deterioration of Stock Insurance, Liabilities Insurance, Terrorism Insurance, Fidelity Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

5 Disease

Loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or

B) any disease arising from any such pathogen or microorganism, or

C) the threat or fear (actual or perceived) of A) or B)

This Exclusion shall apply regardless of any other term of this **Policy** except:

i. to the extent expressly provided in the Specified Disease Extension under the Business Interruption Extensions of Cover within this **Policy**

ii. any cover otherwise provided by this **Policy** for:

a) **Damage** which itself results directly from the following **Events** insured unless otherwise excluded under this **Policy**:

Fire, smoke, lightning, explosion, earthquake, Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicle or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation, Theft or attempted theft, **Subsidence, Ground Heave** or **Landslip**

subsequent upon A), B) or C) above;

b) loss due to interruption or interference with **Your Business** as a direct consequence of such subsequent **Damage** insured under ii) a) above.

This Exclusion shall not apply in respect of the Deterioration of Stock Insurance, Liabilities Insurance, Terrorism Insurance, Fidelity Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

Definitions – Words with special meanings

Accident

A sudden unexpected unforeseen and identifiable **Incident.**

Act of Terrorism (Terrorism Insurance)

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

Additional Expenditure

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Shortage in Turnover** which would have occurred but for that expenditure during the **Indemnity Period (Loss of Liquor Licence Insurance)** in consequence of the loss of the **Premises Licence** but not exceeding the amount of the reduction in **Gross Profit** thereby avoided.

Aircraft Accumulation

All **Insured Persons** travelling in any aircraft or airship.

Aircraft Products

Any structural parts propulsion equipment landing gear substructure electronic equipment hydraulic equipment technical instruments tyres fuel equipment or any other product which is knowingly manufactured sold or distributed by **You** for use in any aircraft aerospatial device or aerial device.

Arc

The administrator appointed by Us to manage claims under the Legal Expenses Insurance section of the Policy. Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website

www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Asbestos

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

Asbestos Containing Materials

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

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including

- the **Shop Front** (except where more specifically insured)
- landlord's fixtures and fittings in and on the **Buildings**
- outside buildings, extensions, annexes and gangways
- walls, gates and fences
- services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the **Buildings** to the perimeter of the **Premises** or to the public mains (including those underground).

Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

1 ownership, repair and maintenance of **Your** own property

2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**

3 fire and security services maintained solely for the protection of premises which **You** own or occupy

4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent

5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken **Offshore**.

Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business** described in the **Schedule**.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **Stock in the Cold Chamber**.

Commuting

While in the course of daily travel directly between residence (normal or temporary) and place of **Business** (normal or temporary).

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data Processing Media**, networking equipment or back up facility, whether owned or operated by **You** or by any other party.

Computer Systems (Terrorism Insurance)

A computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

If cover is provided in respect of an **Event** under more than one item under the "What is covered" heading within an Insurance or under more than one Insurance section and if a **Contribution** as defined above applies under more than one such item or Insurance then only the **Contribution** which is the highest of those which would have applied separately will be deducted from the total claim payment.

Court

A Court or other competent authority.

Credit Card(s)

Credit cards, debit cards, charge cards, bank cards, or cash dispensing machine cards issued in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man to **You** or to any members of **Your** family permanently residing with **You**.

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 unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **Computer System**.

Cyber Loss

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

Damage

Physical loss destruction or damage.

Data

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

Data Processing Media

Property on which **Data** can be stored but excluding the **Data** itself.

Declared Value

The base value shown against the item in the **Schedule** which **You** consider to represent the cost of reinstating the **Property** at the level of costs applying at the start of the **Period of Insurance** without any provision for inflation.

Denial of Service Attack (Terrorism Insurance)

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or **Computer Systems**.

The definition of **Denial of Service Attack** includes, but is not limited to, the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Director

Any natural person who was, is, or becomes: a Director or de facto Director of **Yours** including a shadow Director (as defined under section 251 of the Company Act 2006 or any equivalent provision in the legal jurisdiction in which **You** are incorporated) and any person named in any prospectus issued by **You** as a prospective Director.

Disablement

In respect of Personal Injury (Robbery) under Money Insurance

- as detailed in Benefits 2 to 4.

In respect of Personal Accident Insurance

- as detailed in Benefits 2 to 6.

Dispute

Any cause, event or circumstance which may give rise to **Legal Proceedings**.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Exhibition(s)

Includes demonstration, trade fair or show.

Financial Loss

A financial loss suffered by any customer of or user of any products supplied by **You** and not caused by **Injury** or **Damage** to **Property**.

General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents

- patterns, models, moulds, plans and designs
- documents and business books for an amount not exceeding £25,000 in respect of any one loss
- directors', partners' and **Employees'** personal effects (excluding **Owner's Personal Effects**) including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person
  - but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**
- **Glass,** sanitary ware, neon and illuminated signs and electric light fitments.
- Pictures, paintings, sculptures and other artworks including limited edition prints, stamp collections, articles of precious metal or jewellery not exceeding a value in total of £5,000.

Glass

- Normal flat annealed glass including lettering on it.
- Toughened and laminated glass including lettering on it.
- Mirrors.
- Bent, tinted, stained or fired glass.
- Decoration or protective film or alarm foil on glass.

Goods

Property (not including **Unspecified Equipment** and **Specified Equipment**) which belongs to **You** or for which **You** are responsible and is incidental to the **Business**.

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Gross Profit

The amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Variable Costs**.

Note 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

3 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** normal accounting methods due provision being made for depreciation.

Gross Revenue

The **Money** paid or payable to **You** for works done and for services rendered in course of the **Business** at the **Premises**.

Note 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

Ground Heave

Upward or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Guests' Personal Effects

Personal effects belonging to **Your** guests for which **You** are responsible or for which **You** have accepted responsibility under contract

excluding

1 property which is covered under another policy

2 **Money**, securities, motor vehicles, animals, certificates and documents of any kind.

Hacking (Terrorism Insurance)

Unauthorised access to any **Computer System**, whether **Your** property or not.

Hospital

Any institution which meets fully every one of the following criteria

1 maintains permanent and full time facilities for the care of overnight resident patients and

2 has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and

3 continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and

4 is not other than incidentally an institution which provides full time facilities for

A) mentally ill or mentally handicapped persons

B) nursing or convalescing

C) aged persons of 70 years or more

D) drug addicts

E) alcoholics.

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Indemnity Period (Business Interruption Insurance)

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

Indemnity Period (Loss of Liquor Licence Insurance)

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

Injury (Liabilities Insurance)

In respect of Liabilities Insurance Section 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

Insured Person (not applicable to Personal Accident Insurance or Legal Expenses Insurance)

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

Insured Person (Legal Expenses Insurance)

You or another person against, or by whom, **Legal Proceedings** are brought where cover for this is provided within the **Policy**.

Insured Person (Personal Accident Insurance)

Any person described under Employee Type in the **Schedule** resident in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

Cover applies until the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of 75 years.

Intruder Alarm System(s)

Includes all lines and equipment used to transmit the signals to and from the **Premises**.

Keyholder

Any person or keyholding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

Landslip

Downward movement of sloping ground.

Legal Expenses

1 Any fees and disbursements reasonably and properly incurred by **Arc** or the **Representative** in connection with **Legal Proceedings**; and

2 Any costs payable by an **Insured Person** following an award of costs or agreement to pay costs as part of any settlement made in connection with **Legal Proceedings**.

Excluding any VAT which is recoverable by **You** in respect of the sums above.

Legal Proceedings

The pursuit or defence of legal **Dispute**s or **Dispute**s about statutory decisions.

Legionellosis

Any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Licensing Act

The Licensing Act 2003 in England and Wales, the Licensing (Scotland) Act 2005 or the Licencing (Northern Ireland) Order 1996.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Loss of Eye

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

1 in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

2 in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

Loss of Limb

In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Maximum Incident Limit

The maximum amount **We** will pay under this Insurance or any other policy of Personal Accident insurance issued by **Us** in **Your** name in respect of all losses and all **Insured Persons** arising out of the same **Incident**, inclusive of the **Aircraft Accumulation** Limits shown in the **Schedule**.

The duration of any one **Incident** is limited to 72 consecutive hours and no loss which occurs outside this period will be included in that **Incident**.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered **Medical Practitioner** and all hospital, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than

1 an **Insured Person**

2 a member of the immediate family of an **Insured Person**

3 **Your Employee**.

Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Damage (Terrorism Insurance)

All losses arising as a result of interruption or interference with **Your Business** in consequence of:

A) access to, exit from or use any premises located within the Territory owned or occupied by **You** being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an **Act of Terrorism**; or

B) an **Act of Terrorism** in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by **You** which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in **Your** business, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

Nuclear Installation (Terrorism Insurance)

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

1 the production or use of atomic energy or

2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or

3 the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor (Terrorism Insurance)

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Operative Time

1 24 hour

At any time.

2 Employment Only

A) While engaged on the **Insured Person's** occupation in **Your Business**

or

B) While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with **You**

or

C) At any time while travelling on **Your Business**.

Insurance operates from the departure of the **Insured Person** from residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey excluding **Commuting**.

3 Employment including Commuting

A) While engaged on the **Insured Person's** occupation in **Your Business**

or

B) While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with **You**

or

C) At any time while travelling on **Your Business**.

Insurance operates from the departure of the **Insured Person** from residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey including **Commuting**.

Outstanding Debit Balances

The total recorded under Duplicate Records (as detailed in 'Requirements which **You** must comply with to minimise loss of Outstanding Debit Balances') adjusted for

1 bad debts

2 amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**

and

3 any abnormal condition of trade which had or could have had a material effect on the **Business**

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Note **1** Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

Owner's Personal Effects

Personal effects, household contents and pedal cycles belonging to

1 **You**

2 members of **Your** family permanently residing with **You**

or for which they are responsible under contract excluding

A) **Guests' Personal Effects**

B) **Money** and securities

C) Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs)

D) Mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles)

E) Aircraft, trains and boats (other than models), gliders, hang gliders, wet-bikes, hovercraft and other mechanically propelled or assisted watercraft

F) Caravans, trailers or parts or accessories for any of them whether attached or detached other than removable entertainment equipment whilst removed

G) Animals

H) Any equipment or other property used for purposes of the **Business** or any other business.

For the purposes of this definition where the Policyholder is a private limited company the definition of **You**/**Your** will be deemed to be those of **Your** directors who were permanently residing at the **Premises** at the time of the **Damage**.

Partner

A member of a partnership established under any of:

- The Partnership Act 1890;
- The Limited Partnerships Act 1907
- The Limited Liability Partnerships Act 2000

or any equivalent or subsequent legislation.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule**.

Period of Rent

The maximum period from the date of **Damage** for which **We** are liable to pay any loss of **Rent**.

Person Employed

1 **Employee**

2 labour master and individuals supplied by him

3 individual employed by labour only sub-contractors

4 self-employed individual (not being in partnership with **You**)

5 individual hired to or borrowed by **You**

} while under **Your** direct control and supervision

6 individual undertaking study or work experience while under **Your** supervision

Person Entitled to Indemnity

1 **You**

2 **Your** personal representatives in respect of legal liability incurred by **You**

3 at **Your** request

A) any principal

B) any of **Your** directors or partners

C) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**

D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Phishing

any access or attempted access to data or information made by means of misrepresentation or deception

Policy

The policy wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

Premises

The address as shown in the **Schedule**.

Premises Licence

The Premises Licence from time to time in force and granted pursuant to the relevant **Licensing Act** authorising the sale of alcohol by retail.

Private Individual (Terrorism Insurance)

Any person, including

A) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust,

or

B) beneficiaries or executors of a will

or

C) sole traders,

where **Residential Property** is occupied by a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied.

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or **Your** title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property Insured**.

Property

Material property but shall not include **Data**.

Property Insured

Buildings
Shop Front
Tenant's Improvements
General Contents
Owners' Personal Effects
Guests' Personal Effects
Stock
Data Processing Media
Other **Property**

} at the **Premises** including within the open yards forming part of the **Premises** (subject to any specific exclusions)

all as defined in the **Policy** or more fully described in the **Schedule** and all being **Your Property** or for which **You** are responsible but excluding

- **Property** which is more specifically insured
- unless specifically notified to and accepted by **Us** as insured

1 **Property** in transit

2 vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft

3 land, piers, jetties, bridges, culverts and excavations

4 livestock, growing crops and trees

5 **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection

6 overhead transmission lines.

Property (Terrorism Insurance)

Property Insured (as defined within this **Policy**) and any other property whatsoever, but excluding:

A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:

i) insured under the same contract of insurance as the remainder of the building which is not a private residence; or

ii) not insured in the name of an individual

B) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

Rate of Gross Profit (Business Interruption Insurance)

The rate which **Gross Profit** would have borne to **Turnover** during the **Indemnity Period (Business Interruption Insurance)** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity Period (Business Interruption Insurance)** where it exceeds twelve months).

Note 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

Rate of Gross Profit (Loss of Liquor Licence Insurance)

The rate which but for the loss of the **Premises Licence Gross Profit** would have borne to **Turnover** during the **Indemnity Period (Loss of Liquor Licence Insurance)** but subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred.

Rent

Any money in the nature of rent including service charges which **You** receive or pay.

Representative

A solicitor or other qualified person approved by **Arc** to represent the **Insured Person** in **Legal Proceedings** in accordance with the terms and conditions of the Legal Expenses Insurance section of the **Policy**.

Residential Property (Terrorism Insurance)

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Savings in Costs

Any sum saved during the **Indemnity Period (Loss of Liquor Licence Insurance)** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the loss of the **Premises Licence**.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Shop Front

The frontage of the **Building** including all fixed **Glass** and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Shortage in Turnover

The amount by which the **Turnover** during the **Indemnity Period (Loss of Liquor Licence Insurance)** shall in consequence of the forfeiture, suspension or withdrawal of the **Premises Licence** fall short of the **Turnover** which but for the loss of licence would have been achieved during the **Indemnity Period (Loss of Liquor Licence Insurance)**.

Specified Equipment

The individual items of **Business** equipment owned by **You** or for which **You** are legally responsible all as detailed in the **Schedule**.

Standard Gross Revenue

The **Gross Revenue** which would have been obtained during the **Indemnity Period** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Revenue** shall be proportionately increased to correspond with the maximum **(Indemnity Period)** where it exceeds twelve months).

Note 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

Standard Turnover

The **Turnover** which would have been obtained during the **Indemnity Period (Business Interruption Insurance)** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity period (Business Interruption Insurance)** where it exceeds twelve months).

Note 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

Stock

Stock and materials in trade, work in progress and finished goods.

Stock in the Cold Chamber

Stock in the Cold Chamber also includes **Stock** which at the time of the **Damage** giving rise to such deterioration or putrefaction would normally be placed in the cold chamber but is elsewhere on the **Premises**.

Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the **United States of America** during the **Period of Insurance.** Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by **Us** for the purposes of this **Policy** to have occurred at the time such incident takes place.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Sum Insured

Value shown in the **Schedule** which represents the maximum amount **We** will pay.

In respect of **Buildings** and **General Contents** the Sum Insured is the **Declared Value** plus an allowance for inflation during the **Period of Insurance** and in the event of a claim the period of reinstatement.

Tenant's Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible.

Territorial Limits (not applicable to Legal Expenses Insurance)

The territories covered by this **Policy** as shown in the **Schedule.**

Territorial Limits (Legal Expenses Insurance)

The United Kingdom of **Great Britain** and Northern Ireland, the Isle of Man, and the Channel Islands.

Turnover

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

Turnover From Alternative Trading

The money paid or payable for goods sold and delivered and for services rendered during the **Indemnity Period (Loss of Liquor Licence Insurance)** elsewhere than at the **Premises** either by or on **Your** behalf for the benefit of the **Business**.

Uninsured Variable Costs

- Purchases and related discounts
- Bad debts

unless otherwise shown in the **Schedule**.

Note The meaning of these Costs will be that usually attached to them in **Your** accounts.

Unspecified Equipment

Electronic and photographic **Business** equipment owned by **You** or for which **You** are legally responsible as shown in the **Schedule**.

Unoccupied

Any **Building** or part of any **Building** which is empty, disused, unoccupied, unfurnished, untenanted, or no longer in active use by **You** or any tenant of **Yours** for more than 45 consecutive days.

Valuables

Televisions, audio and video entertainment equipment, CDs, DVDs and computer games, personal computer equipment, photographic equipment, binoculars, jewellery, watches, articles of precious metal, clocks, paintings, works of art, musical instruments, stamp, medal and coin collections.

Virus or Similar Mechanism (Terrorism Insurance)

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not.

The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

Intact Insurance UK Limited
22 Bishopsgate
London
EC2N 4BQ

Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which **You** or **Your Employees** who are entrusted with **Money** are in the **Premises**.

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Property Damage Insurance

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE.

	What is covered	What is not covered
1	Fire, smoke, lightning, explosion and earthquake.	1 **Your Contribution** as shown in the **Schedule**. 2 **Damage** to **Property** caused by its undergoing any process involving the application of heat.
2	Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.	1 **Your Contribution** as shown in the **Schedule**. 2 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority. 3 **Damage** arising from stoppage of work. 4 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation. 5 **Damage** in respect of any **Building** which is **Unoccupied** directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
3	Storm or flood.	1 **Your Contribution** as shown in the **Schedule**. 2 **Damage** caused solely by change in the **Water Table Level**. 3 **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**. 4 **Damage** caused to fences, gates and moveable **Property** in the open.
4	Escape of water from any tank, apparatus, pipe or appliance.	1 **Your Contribution** as shown in the **Schedule**. 2 **Damage** by water discharged or leaking from an automatic sprinkler installation. 3 **Damage** in respect of any **Building** which is **Unoccupied**.
5	Impact by A) any road vehicle including any fork lift truck or other industrial vehicle or B) an aircraft or other aerial devices or articles dropped from them or C) an animal.	1 **Your Contribution** as shown in the **Schedule.**
6	Accidental escape of water from any automatic sprinkler installation.	1 **Your Contribution** as shown in the **Schedule**. 2 **Damage** in respect of any **Building** which is **Unoccupied**. 3 **Damage** by heat caused by fire.

What is covered	What is not covered
7 Theft or attempted theft.	
	1 **Your Contribution** as shown in the **Schedule**.
	2 **Damage** to **Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business** or by **You** or any of **Your** directors, **Employees** or family members for private residential purposes.
	3 **Damage** to lead forming part of the exterior of the **Premises.**
	4 **Damage** to moveable **Property** in the open.
	5 **Damage** to **Property** in any outbuilding.
	6 **Damage** expedited or in any way brought about by **You** or by any of **Your** directors, partners or **Employees**.
	7 **Damage** due to a person obtaining any **Property** by deception.
	8 **Damage** to **Money** and securities of any description.
	9 **Damage** due to disappearance or unexplained or inventory shortage.
	10 **Damage** in respect of any **Building** which is **Unoccupied.**
8 **Subsidence**, **Ground Heave** or **Landslip**.	1 **Your Contribution** as shown in the **Schedule**.
	2 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
	3 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises.**
	4 **Damage** arising from normal settlement or bedding down of new structures.
	5 **Damage** commencing prior to the granting of cover under this Insurance.
9 Oil escaping from a fixed heating installation or connected apparatus.	1 **Your Contribution** as shown in the **Schedule**.
	2 The cost of replacing the oil.
10 Falling trees or their branches.	1 **Your Contribution** as shown in the **Schedule**.
	2 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
11 Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.	1 **Your Contribution** as shown in the **Schedule**.
	2 The cost of replacing the alcoholic and soft drinks.
	3 Leakage of bottled stock.
12 A) Accidental breakage of fixed **Glass** and fixed sanitary ware	1 **Your Contribution** as shown in the **Schedule**.
B) Accidental **Damage** to neon and illuminated signs and electric light fitments	2 **Damage**
forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.	A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fitments or sanitary ware
	B) while the **Premises** are **Unoccupied**
	C) existing prior to the commencement of this Insurance and not subsequently replaced.
	3 Any amount in excess of £10,000 any one loss.

What is covered

13 Any other accident.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 **Damage** by any of the **Events** 1 – 12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).

3 **Damage** to any **Property** caused by

A) its own faulty or defective design or materials

B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause

C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**

but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.

4 **Damage** caused by

A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects

B) change in temperature, colour, flavour, texture or finish

C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping

D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but not

i) such **Damage** which itself results from other **Damage** which is covered by this Insurance

ii) subsequent **Damage** which itself results from an insured **Event**.

5 **Damage** caused by pollution or contamination.

6 **Damage** caused by acts of fraud or dishonesty.

7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

8 **Damage** to a building or structure caused by its own collapse or cracking.

9 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.

10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

11 **Damage** to **Property** in transit.

12 **Damage** to **Money** and securities of any description.

13 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

14 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.

15 **Damage** in respect of any **Building** which is **Unoccupied.**

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered	What is not covered
1 Extinguishment Expenses The costs incurred by **You** in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured **Damage** to the **Property Insured.**	1 **Your Contribution** as shown in the **Schedule**. 2 Any amount in excess of £10,000 any one loss.
2 Emergency Services **Damage** to landscaped gardens and grounds caused by the emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance.	1 **Your Contribution** as shown in the **Schedule**. 2 Any amount in excess of £10,000 any one loss.
3 Trace and Access and Repair or Replacement **Damage** occurring as a result of escape of water or oil as insured by **Events** 4, 6 and 9 including A) the costs necessarily incurred in locating the source of such **Damage** B) the costs necessarily incurred in repairing and making good any **Damage** caused in locating the source of the **Damage** and C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.	1 **Your Contribution** as shown in the **Schedule**. 2 Any amount in excess of £25,000 any one loss.
4 Glazing Repairs The costs of A) any necessary boarding up or temporary glazing in order to secure the **Premises** pending replacement of broken **Glass** if a replacement cannot be made at the same time B) removing and re-fixing window fittings, framework and other obstacles to replacement C) repairing or replacing window frames D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another policy E) lettering or other ornamental work and alarm foil on **Glass** incurred as a result of **Damage** by any of the insured **Events** 1 –13 of this Insurance.	1 Any amount in excess of £10,000 any one loss including **Damage** covered by **Event** 12.
5 Theft Cover Extension A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another policy. B) The expenses incurred up to £5,000 in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees.** C) **Damage** by theft or attempted theft to items of garden furniture and play equipment kept in the open at the **Premises**.	1 **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy. 1 Any amount in excess of £5,000 any one loss.

What is covered

6 Repair Costs

Repair costs for which **You** are responsible in respect of **Damage** to

A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes

B) underground water, gas and drainpipes or electricity cabling extending from the **Buildings** to the public mains.

7 Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority.

8 Loss of Metered Water, Gas, Oil or Electricity

The additional metered water, gas, oil or electricity charges incurred by **You** as a result of **Damage** caused by any of the **Events** insured.

The amount payable shall be ascertained by comparing the charge made by the water, gas, oil or electricity suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting **Your** liability for metered charges during such period.

9 Property at Other Locations

Damage to

A) documents and business books whilst removed from the **Premises** to any location and whilst in transit

B) any other **General Contents** (excluding vehicles licensed for road use) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

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

3 **Damage** unless

A) the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**

B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

1 **Your Contribution** as shown in the **Schedule**.

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

3 Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.

1 **Your Contribution** as shown in the **Schedule**.

2 Any amount in excess of the following amounts

A) in respect of documents and business books

£25,000 any one loss

B) in respect of any other **General Contents**

the **Limit of Liability** shown in the **Schedule** for Contents temporarily removed but not exceeding £250,000 any one loss.

3 **Damage** by theft from

A) any building not permanently occupied by **You** for the purpose of the **Business** unless the building is securely locked

B) any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time

C) any vehicle which is away from **Your** own **Premises** or a site where **You** are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park.

4 Any **Property** that is insured on another policy.

5 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule** for Contents temporarily removed.

What is covered	What is not covered
10 Alterations and Additions – Buildings, Shop Front, Tenant's Improvements and General Contents Alterations or additions made to any **Buildings** or **Shop Front** insured or **Buildings**, **Shop Front**, **Tenant's Improvements** or **General Contents** acquired or constructed during the **Period of Insurance** at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man. Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until the next renewal of the **Policy** at which date specific insurance should be effected. The **sum insured** (and **Declared Value**) by each item shall be deemed to be increased for that period only by the value of the additional **Property** insured under the item but by not more than 10% and subject to **Our** liability not exceeding £500,000 in respect of additional **Property** at any one premises.	1 **Your Contribution** as shown in the **Schedule.** 2 **Damage** to **Property** insured on another policy.
11 Seasonal Increase in Stock An increase in the **sum insured** on **Stock** for the Amount of Increase and Period(s) of the year shown in the **Schedule.**	
12 Index Linking An adjustment in the **Declared Values** shown on the **Schedule** will automatically be applied in line with the relevant recognised index when **Your Policy** renews. For **Your** protection **We** will not reduce **Your Sums Insured** if the index moves down unless **You** ask **Us** to.	
13 Property at Directors and Partners Homes **Damage** to **Property** belonging to directors and partners whilst at their private dwellings.	1 **Your Contribution** as shown in the **Schedule**. 2 Any amount in excess of £1,000 any one loss. 3 **Damage** by theft to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description.
14 Visitors Belongings **Damage** to **Property** belonging to visitors whilst at the **Premises**.	1 **Your Contribution** as shown in the **Schedule**. 2 Any amount in excess of £1,000 any one loss. 3 **Damage** by theft to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description.
15 Fly-Tipping **The cost of clearing and removing discarded materials illegally deposited in or around any Premises.**	**1 Your Contribution as shown in the Schedule.** **2 Any amount in excess of £1,000 any one loss or £25,000 in any one claim.**

Additional Extension to Cover in respect of Personal Insurance

IF OWNER'S PERSONAL EFFECTS IS SHOWN AS INCLUDED IN THE SCHEDULE THIS INSURANCE (OR THE INSURANCE REFERRED TO WHERE APPLICABLE) ALSO COVERS

What is covered

1 Property at Other Locations

In respect of **Owner's Personal Effects We** will cover **Damage** to

A) jewellery, watches, cameras, binoculars, mobile phones and other personal items normally worn by **You** or any member of **Your** family permanently residing with **You**

B) pedal cycles and their accessories

whilst temporarily removed from the **Premises** to any location and whilst in transit.

2 Alternative Accommodation Costs

If **Premises** occupied for private residential purposes by **You** or members of **Your** family suffer **Damage We** will pay the costs incurred in providing similar short-term accommodation including any incidental removal costs and expenses if the residential portions cannot be lived in or accessed because of **Damage** covered by this Insurance.

3 Personal Money and Credit Cards

If Money Insurance is shown as Included in the **Schedule** the cover provided under such Insurance section is extended to include

A) personal **Money** belonging to **You** or to any members of **Your** family permanently residing with **You**.

Limit of Liability any one loss – £300.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 Any amount in excess of

A) £1,000 in respect of theft from any unattended vehicle

B) £5,000 in respect of any other loss.

3 **Damage** by theft

A) from any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time

B) of pedal cycles which have been left unattended unless the pedal cycle was in a building or locked to an object that cannot be moved at the time it was stolen.

4 Any **Property** that is insured on another policy.

5 **Damage** occurring outside **Great Britain**, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

1 The costs of alternative accommodation for anyone who is not permanently residing at the **Premises** at the time of the **Damage**.

2 Any costs incurred once the **Buildings** can be lived in again or after a period of 24 months if sooner.

3 Any costs **You** agree to pay without **Our** written permission.

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

1 As detailed under Money Insurance.

What is covered

B) any liability under the terms of issue of a **Credit Card** incurred by **You** or by any member of **Your** family permanently residing with **You** if such **Credit Card** is used fraudulently by any unauthorised person

provided that

i) any loss of **Credit Cards** has been reported to the issuing company immediately the loss is discovered

ii) all conditions of the issue of the **Credit Cards** have been complied with.

Limit of Liability any one **Event** – £500.

4 Deterioration of Food

If Deterioration of Refrigerated Stock Insurance is shown as Included in the **Schedule** cover under such Insurance in respect of **Stock in the Cold Chamber** is extended to include food belonging to **You** or any member of **Your** family permanently residing with **You**.

For the purposes of this Personal Insurance Extension where the Policyholder is a private limited company the definition of **You/Your** will be deemed to be those of **Your** directors who were permanently residing at the **Premises** at the time of the **Damage.**

What is not covered

1 As detailed under Money Insurance.

2 **Damage** caused by or resulting from

A) unauthorised use of a **Credit Card** by any member of **Your** family

B) confiscation or detention of a **Credit Card**

C) theft of a **Credit Card** from an unattended vehicle

D) depreciation.

1 As detailed under Deterioration of Refrigerated Stock Insurance.

THIS INSURANCE ALSO DOES NOT COVER

1 Marine Policies

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

2 Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by

A) pollution or contamination which itself results from any **Event** insured (other than **Event** 13)

B) any **Event** insured (other than **Event** 13) which itself results from pollution or contamination.

Property Damage Insurance - how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total **sum insured** or in respect of any one item its **sum insured** or any other stated **Limit of Liability**.

How We settle claims for Damage to Buildings, Shop Front, Tenant's Improvements and General Contents

(other than motor vehicles, directors', partners' and **Employees**' personal effects, documents and business books)

As long as the **Damage** is covered under this Insurance **We** will pay **You**

Cost A

The cost of reinstatement which is

1 the cost of rebuilding where the **Property** is destroyed or the cost of replacement by similar **Property** in the case of **General Contents**

2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or

2 within such further time as **We** may allow in writing

excluding

1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations

2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

The cost of removing debris which is the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** excluding any costs or expenses

1 incurred in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it

2 arising from pollution or contamination of **Property** not insured by this Insurance.

Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

Additional factors when settling these claims

The work of reinstatement on another site

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

Partial Damage

Where **Damage** occurs to only part of the **Property Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

1 until the cost of reinstatement has actually been incurred

2 if the work of reinstatement is not carried out as quickly as is reasonably practicable

3 if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above

4 if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of

- complying with Public Authorities' requirements
- removing debris
- professional fees

as defined in Costs B, C and D above and subject to the provisions and exceptions applying to those costs.

How We settle claims for Damage to documents and business books

We will pay **You**

1 the value of the materials as stationery

2 the cost of clerical labour in writing up such documents

3 the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding

A) the value to **You** of the information

B) any amount in excess of £25,000 any one loss

4 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred

A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it

B) arising from pollution or contamination of **Property** not insured by this Insurance.

How We settle claims for Damage to Data Processing Media

We will pay the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-ups or from originals of a previous generation but this shall not include

1. research and engineering nor any costs of recreating gathering or assembling the **Data** or

2. the value of such **Data** to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled

Should such **Data Processing Media** not be repaired replaced or restored the Insurance Provided shall be the cost of the blank **Data Processing Media**.

Provided always that the cost to repair or replace the **Data Processing Media**, including the costs of copying **Data**, shall not exceed £10,000 any respect of one **Even**t.

How We settle claims for Damage to Owner's Personal Effects and Guests' Personal Effects

As long as **Damage** is covered under this Insurance

Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair and **We** will pay the cost of repair. Otherwise **We** will replace the item with a new one of similar quality through **Our** preferred suppliers or if a replacement is not available **We** will pay the replacement cost of a new item of similar quality.

If **We** agree at **Your** request not to repair or replace an item **We** will make a cash or voucher payment equal to the cost **We** would have paid for replacement or repair through **Our** preferred suppliers.

Undamaged items or parts of items

When the **Damage** relates to a specific part of an item **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite or which have a common design or use such as suites of furniture and carpets which are only damaged in one area.

Loss of Value

We will not pay for any loss of value to any item that **We** have repaired or replaced.

Owner's Personal Effects – Valuables Limits

The most **We** will pay in respect of **Damage** to **Valuables** included under **Owner's Personal Effects** is

1 £1,500 in respect of any one item

2 £7,500 in respect of any one loss

unless a lower limit applies elsewhere in this **Policy** that will replace the above limits.

Guest's Personal Effects – Limit per Guest

In respect of **Guest's Personal Effects** the most **We** will pay in respect of the personal effects of any one guest is the Limit any one Guest shown in the **Schedule**.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay **You**

1 the value of the **Property** at the time of its destruction or the amount of the **Damage**

2 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred

A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it

B) arising from pollution or contamination of **Property** not covered by this Insurance.

How We settle claims in respect of Rent of Buildings which suffer Damage

We will pay **You**

1 the actual reduction in **Rent** received solely as a result of the **Damage** if the loss relates to **Rent** receivable by **You**

2 the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation solely as a result of the **Damage** if the loss relates to **Rent** payable by **You**

but **Our** liability shall be limited to the loss suffered within the **Period of Rent** insured (as shown in the **Schedule**) commencing from the date of the **Damage**.

Other considerations when settling any claims under this Insurance

Designation

Where necessary the item heading under which any **Property** is insured shall be determined by the designation under which such **Property** appears in **Your** books.

Workers

We accept that this Insurance will not be prejudiced by the presence of Workers on the **Premises** for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

When We reinstate or replace Property

We may at **Our** own option reinstate or replace any **Property** destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

Plans and documents in support of a claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Transfer of interest

If at the time of any insured **Damage** to any **Buildings** covered by this Insurance **You** shall have contracted to sell **Your** interest in such **Buildings** and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such **Damage**. Such benefit shall be without prejudice to **Your** or **Our** rights and liabilities under this Insurance and up to the date of completion of the purchase provided the **Property** is not insured by the purchaser or on their behalf against such **Damage** on another policy.

Automatic reinstatement after a loss

If any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** insured and Business Interruption losses resulting therefrom by any of the insured **Events** other than by Theft the **Sum Insured** in respect of the Property Damage Insurance and Business Interruption Insurance shall be reduced in whole or in part by the amount of any such **Damage** and Business Interruption

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage**, **Our** liability shall not be reduced by the amount of any loss

Provided that

1. **You** shall pay the appropriate additional premium for such automatic reinstatement of cover if required by **Us**

2. **We** will not be liable in respect of any one **Event** for more than the **Policy Sum Insured** or other **Limit of Liability** applicable to the Property Damage Insurance and Business Interruption Insurance cover.

3. any **Limit of Liability** described as applying in the aggregate during the **Period of Insurance** shall not be reinstated

4. **You** shall take immediate steps to effect additions to or variations in the protections of the **Property Insured** as **We** may require.

Requirements which You must comply with to prevent loss or Damage

Fire Extinguishing Appliances

You shall maintain all fire extinguishing appliances in efficient working order.

Security Precautions

It is a requirement of this Insurance that whenever the **Business Premises** are left unattended **You** ensure that

A) all locks, bolts and other protective devices are in full and effective operation

B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

Further, where **We** have specified in **Your Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is a requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**

1 **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.

2 **You** shall ensure the **Business Premises** are not left unattended

A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal

B) if police response to alarm calls has been withdrawn

without **Our** written agreement.

3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.

4 **You** shall not make any alteration to or substitution of

A) any part of the **Intruder Alarm System**

B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**

C) the maintenance contract

without **Our** written agreement.

5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.

6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.

7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.

8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.

9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.

10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification

A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed

B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage claim.

Minimum Standards of Security

It is a requirement of this Insurance that the following security measures are in place at Y**our Premises** unless otherwise stated in the **Schedule**.

1 The final exit door of the **Business Premises** must be secured with one of the following

A) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors

B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors

C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction.

2 All external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** must be secured with either

A) any of the locking arrangements specified in 1 above according to the construction of the doors

or

B) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.

3 Where any of the doors described in 1 or 2 above are of double leaf construction

A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door

and

B) the final closing leaf must be secured with either

i) any of the locking arrangements specified in 1 above according to the construction of the doors

or

ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.

4 All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the **Business Premises** is left unattended.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage claim.

Kitchen Equipment

It is a requirement of this Insurance under Property Damage Insurance by **Event** 1 Fire, smoke, and explosion that where cooking equipment is used at the **Business Premises**

1 all cooking equipment is operated and serviced in accordance with the manufacturer's instructions

2 all cooking equipment is not left unattended whilst the heat source is operating and the power or fuel supply to such equipment is shut off outside working hours

3 all frying equipment are fitted with cooking thermostats arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer's recommended temperature and such thermostats are serviced at least once in every 12 month period

4 all cooking equipment hoods grease traps filters and other grease removal devices are cleaned at least weekly

5 all extract ducting is inspected and cleaned by professional contractors with reports issued at least:

A) once every three months if frying equipment are used more than 12 hours a day

B) once every six months if frying equipment are used between 6 and 12 hours a day

C) once every twelve months if the frying equipment are used up to 6 hours a day

6 all inspection and cleaning reports are kept in a safe place away from the **Premises** and be available for inspection

7 a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage claim.

Roof Inspection

If any **Building** has a felt roof or bituminous surface then it is a requirement of this Insurance under Property Damage Insurance by **Event** 3 Storm and **Event** 13 Any other accident that:

1 the roof is inspected at least once every three years by a competent roofing contractor, and

2 any recommended remedial works are carried out immediately, and

3 evidence of such inspection, including but not limited to photographic or video evidence, and any remedial work undertaken shall be kept in a safe place and produced if requested by **Us**,

4. a roof inspection, as outlined in 1-3 above, must be carried out within the first 6 months after the **Policy** inception date. This will not be necessary if such an inspection has already been carried out less than 3 years prior to inception and **You** can if required provide evidence of both the inspection and the completion of any remedial works it recommended.

Where it is material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage claim.

Unoccupied Buildings Condition

It is a requirement of this Insurance that from the date that **You** become aware that any **Building** or portion thereof becomes **Unoccupied** for any continuous period exceeding 45 consecutive days that:

1 **You** have told **Us** of the unoccupancy

2 electricity be kept shut off at the switch where it enters the **Building** or portion thereof except electrical circuits required to maintain power to any fire or intruder alarm or CCTV monitoring system,

3 all water supplies including any heating system be kept drained unless required to operate a sprinkler system approved by **Us**, in which case heating should be kept at no less than 4 degrees Celsius between 1 October and 30 April inclusive,

4 gas and any fuel supplies be kept shut off at the switch or stopcock where they enter the **Building** or portion thereof unless required to maintain the heating system at no less than 4 degrees Celsius between 1 October and 30 April inclusive,

5 the **Building** or portion thereof be kept secure by:

A) ensuring any **Intruder Alarm System** is active and set,

B) the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters,

C) the use of window locks where fitted, where locks are not fitted windows must be screwed shut,

D) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry,

E) sealing all letterboxes or fitting a steel cage internally,

6 the **Building** and external areas be kept free of all unfixed combustible materials,

7 any additional requirements put forward by **Us** be completed within the timescale specified,

8 the **Building** be inspected internally and externally by **You** or **Your** nominees at least every 7 days to check that the requirements of this condition are in place and a formal log kept of the inspection detailing as a minimum the:

A) name of the person carrying out inspection,

B) date and time of inspection,

C) breaches of requirements 1 to 8 identified (if any) and action taken a copy of which will be required by **Us** in the event of a claim,

9 that any evidence of unauthorised entry or **Damage** is advised to **Us**

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage claim.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Deterioration of Stock Insurance

What is covered

1 **Damage** that occurs as a result of deterioration or putrefaction of **Stock in the Cold Chamber** of any refrigeration unit while at the **Premises**

A) due to the rise or fall in temperature resulting from any cause not excluded

or

B) due to the action of refrigerant fumes which have escaped from the machine during the **Period of Insurance**.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 **Damage** to **Stock in the Cold Chamber** of any refrigeration unit which at the commencement of the **Period of Insurance** in which the **Damage** occurred was more than fifteen years of age.

3 **Damage** in excess of the **Sum Insured** shown in the **Schedule**.

4 Deterioration or putrefaction resulting from **Damage** at the **Premises** by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.

5 **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.

6 **Damage** resulting from **Your** deliberate neglect.

7 Loss of goodwill or any loss which is not a direct result of the **Event** which led to a claim under this Insurance.

8 **Communicable Disease**

Any loss, damage, claim, cost, expense or other sum directly or indirectly occasioned by, arising from, caused by or in any way attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this Exclusion loss, damage, claim, cost, expense or other sum, includes but is not limited to any cost to clean-up, detoxify, remove, monitor or test for:

A) a **Communicable Disease**, or

B) any property insured hereunder that is affected by such **Communicable Disease**.

9 **Cyber and Data**

Any:

i) **Cyber Loss** or;

ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent **Damage** to **Stock in the Cold Chamber** where such **Damage** is caused by any of the following **Events** which directly results from a **Cyber Incident** or **Cyber Act**:

Riot, Civil Commotion, Strikers, Locked-out workers, persons taking part in labour disturbances, Storm or Theft.

How We settle claims for Stock in the Cold Chamber

We will pay the value of the **Stock in the Cold Chamber** at the time of the **Damage**.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

All Risks Insurance

What is covered

Section 1

1 **Damage** to **Unspecified Equipment**

Section 2

1 **Damage** to **Specified Equipment**

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 Any item with a value in excess of the Single Article Limit shown in the **Schedule.**

1 **Your Contribution** as shown in the **Schedule**.

2 Any amount in excess of the Maximum Value any one Item shown in the **Schedule**.

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF BOTH SECTION 1 AND SECTION 2)

1 Any **Property** that is insured on another policy.

2 **Damage** by theft from any vehicle left unattended for the night.

3 **Damage** by theft from any vehicle unless the **Property** is concealed in a glove compartment or locked luggage compartment and either

A) all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked

or

B) entry or access to the vehicle has been effected by forcible and violent means.

4 **Damage** caused by

A) delay, confiscation or detention by order of any Government or Public Authority

B) counterfeit, substitute or foreign coins.

5 **Damage** to the contents of machines unless such contents are shown in the **Schedule**.

6 **Damage** as a result of any person obtaining any **Property** by deception.

7 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule**.

8 **Damage** caused by pollution or contamination.

9 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

11 **Damage** commencing prior to the granting of cover under this Insurance.

What is covered

What is not covered

12 **Damage** caused by

A) its own faulty or defective design or materials

B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance

C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects

D) change in temperature, colour, flavour, texture or finish

E) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

13 **Damage** to **Money** and securities of any description.

14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 **Index Linking in respect of Section** 2

An adjustment in the sums insured in respect of **Specified Equipment** shown on the **Schedule** will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full replacement cost and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

2 **Increased Territorial Limits – All Risks (EU)**

The **Territorial Limits** detailed in 'Section 1 – **Unspecified Equipment**' and 'Section 2 – **Specified Equipment**' of the All Risks.

Insurance section of the **Schedule** are deleted and replaced by the following:

All member countries of the European Union.

Subject otherwise to the application of all other terms and conditions of this **Insurance**.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 Any amount in excess of 15% of the **sum insured** with a maximum £2,500 single article limit.

All Risks Insurance - how We settle claims

If any of the **Property** described in the **Schedule** suffers **Damage** **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable **sum insured** or **Limit of Liability** shown in the **Schedule.**

We will pay **You** the cost of reinstatement which is

1 the cost of replacement by similar **Property** where the **Property** is destroyed

2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Other considerations when settling any claims under this Insurance

Partial Damage

Where **Damage** occurs to only part of the **Property Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Business Interruption Insurance

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE OPERATIVE EVENTS IN THE SCHEDULE.

1 Fire, smoke, lightning, explosion and earthquake.

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

3 Storm or flood.

4 Escape of water from any tank, apparatus, pipe or appliance.

5 Impact by

A) any road vehicle including any fork lift truck or other industrial vehicle or

B) an aircraft or other aerial devices or articles dropped from them or

C) an animal.

6 Accidental escape of water from any automatic sprinkler installation.

7 Theft or attempted theft.

What is not covered

1 **Damage** to **Property** caused by its undergoing any process involving the application of heat.

1 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.

2 **Damage** arising from stoppage of work.

3 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

4 **Damage** in respect of any **Building** which is **Unoccupied** directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

1 **Damage** caused solely by change in the **Water Table Level**.

2 **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**.

3 **Damage** caused to fences, gates and moveable **Property** in the open.

1 **Damage** by water discharged or leaking from an automatic sprinkler installation.

2 **Damage** in respect of any **Building** which is **Unoccupied**.

1 **Damage** in respect of any **Building** which is **Unoccupied**.

2 **Damage** by heat caused by fire.

1 **Damage** to **Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business** or by **You** or any of **Your** directors, **Employees** or family members for private residential purposes.

2 **Damage** to lead forming part of the exterior of the **Premises**.

3 **Damage** to moveable **Property** in the open.

4 **Damage** to **Property** in any outbuilding.

5 **Damage** expedited or in any way brought about by **You** or by any of **Your** directors, partners or **Employees**.

6 **Damage** due to a person obtaining any **Property** by deception.

7 **Damage** to **Money** and securities of any description.

8 **Damage** due to disappearance or unexplained or inventory shortage.

What is covered

8 **Subsidence**, **Ground Heave** or **Landslip**.

9 Oil escaping from a fixed heating installation or connected apparatus.

10 Falling trees or their branches.

11 Leakage of alcoholic or soft drinks from storage containers or connected apparatus.

12 A) Accidental breakage of fixed **Glass** and fixed sanitary ware

B) Accidental **Damage** to neon and illuminated signs and electric light fitments

forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.

13 Any other accident.

What is not covered

1 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.

2 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.

3 **Damage** arising from normal settlement or bedding down of new structures.

4 **Damage** commencing prior to the granting of cover under this Insurance.

1 **Damage** caused by felling or lopping by **You** or on **Your** behalf.

1 Leakage of bottled stock.

1 **Damage**

A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fitments or sanitary ware

B) while the **Premises** are **Unoccupied**

C) existing prior to the commencement of this Insurance and not subsequently replaced.

1 **Damage** by any of the **Events** 1 – 12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).

2 **Damage** to any **Property** caused by

A) its own faulty or defective design or materials

B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or

C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**

but this shall not exclude subsequent **Damage** which itself results from an insured **Event.**

3 **Damage** caused by

A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

B) change in temperature, colour, flavour, texture or finish

C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping

D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

What is covered

What is not covered

E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but not

i) such **Damage** which itself results from other **Damage** which is covered by this Insurance

ii) subsequent **Damage** which itself results from an insured **Event.**

4 **Damage** caused by pollution or contamination.

5 **Damage** caused by acts of fraud or dishonesty.

6 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

7 **Damage** to a building or structure caused by its own collapse or cracking.

8 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.

9 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

10 **Damage** to **Property** in transit.

11 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.

12 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

13 **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.

14 **Damage** to livestock, growing crops or trees.

Extensions to Cover

Where the cover provided by this section of the **Policy** is hereby extended under more than one of the extensions, only one **Limit of Liability**, being the largest applicable, will be available to **You** in respect of the loss.

THIS INSURANCE ALSO COVERS

What is covered	What is not covered
1 Loss at Suppliers' Premises **Damage** by any of the insured **Events** to any suppliers' premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.	1 Any amount in excess of 10% of the **Gross Profit Sum Insured** or £250,000 whichever is the lower after the application of all other terms and conditions of this Insurance.
2 Failure of Public Supply Loss or additional expenditure arising from the failure of the supply of A) electricity at the terminal ends of the supply authority's service feeders at the **Premises** B) gas at the supply authority's meters at the **Premises** C) water at the supply authority's main stopcock serving the **Premises**. For the purpose of the Extension and not as otherwise stated the **Indemnity Period** shall be a maximum of 6 months.	1 Loss incurred during the first 24 consecutive hours of the **Indemnity Period**. 2 Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services. 3 Any loss in excess of £250,000 after the application of all other terms and conditions of this Insurance. 4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.
3 Specified Disease For the purposes of this Extension only the Disease Exclusion does not apply The cover provided is extended to include closure of the **Premises** or part thereof on the order of a public authority caused solely by A) an outbreak of food or drink poisoning as a result of food or drink supplied at the **Premises** or B) the manifestation at the **Premises** of any the following diseases in a human Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever Provided that: i. The maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with ii. In respect of a manifestation at the **Premises** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of **Ours** that at the time of such outbreak at **Your** own **Premises You** shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**. Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the Business Interruption Insurance section of this **Policy**.	1 Any amount in excess of £100,000 being **Our** maximum **Limit of Liability** for any one **Premises** and in the aggregate during one **Period of Insurance** for this Extension. 2 No cover is provided under this Extension for any closure of the **Premises** caused by or contributed to by or in any way related to the manifestation of any disease at a place other than the **Premises** 3 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension. 4 This Extension shall not provide cover in respect of any closure of the **Premises** or part thereof on the order of a public authority caused in whole or in part by a manifestation at the **Premises** of any disease which is part of an outbreak which has been or is or shall be designated or declared to be as a pandemic by the World Health Organisation or any person or body undertaking substantially the same function. Once any outbreak of a disease has been so designated or declared then for the purposes of this **Policy** it will be deemed that the disease was so designated or declared from the commencement of the outbreak.

What is covered	What is not covered
4 Murder and Suicide The cover provided is extended to include murder or suicide occurring at the **Premises** Provided that the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the Business Interruption Insurance section of this **Policy**.	1 Any amount in excess of £100,000 this being **Our** maximum **Limit of Liability** for any one **Premises** together, and in the aggregate during one **Period of Insurance**. 2 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.
5 Vermin Pests and Defective Sanitation The cover provided is extended to include closure of the **Premises** or part thereof on the order of a public authority caused solely by: A) the discovery of vermin or pests B) an accident causing defects in the drains or other sanitary arrangements at the **Premises** Provided that the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the Business Interruption Insurance section of this **Policy**.	1 Any amount in excess £100,000 being **Our** maximum **Limit of Liability** for any one **Premises** together, and in the aggregate during one **Period of Insurance**. 2 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.
6 Prevention of Access and Loss of Attraction The cover provided is extended to include loss resulting solely and directly from an interruption to the **Business** caused by A) the prevention of access to **Your Premises** or part thereof B) a reduction in the number of customers at **Your Premises** solely and directly as a result of **Damage** to Property within 1,000 metres of **Your Premises** but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to **Your Premises** For the purpose of this Extension only the maximum **Indemnity Period** shall not exceed three months and will apply from the date upon which the **Damage** to property which caused the prevention of access or the reduction in the number of customers to **Your Premises** first occurred. Subject otherwise to the terms, Exclusions and Conditions of this **Policy** including, without limitation, the basis of settlement provisions applicable to the Business Interruption Insurance section of this **Policy.**	1 Any amount in excess of £100,000 being **Our** maximum **Limit of Liability** for any one **Premises** together and in the aggregate during one **Period of Insurance**. 2 Any: A) prevention of access to **Your Premises** or B) reduction in the number of customers at **Your Premises** caused by or in any way related to any **Damage** to property further than 1,000 metres from **Your Premises**. 3 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.

What is covered

7 Prevention of Access (Non Damage)

This Extension only applies if Terrorism Insurance is shown as operative in the Schedule

The cover provided is extended to include the prevention of access to **Your Premises** or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at **Your Premises** or only within (and not beyond) 1,000 metres of **Your Premises** which is likely to:

A) Endanger human life or

B) Cause damage to property arising from the:

i) Unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances

ii) Suspected or actual existence of an explosive device

For the purpose of this extension only the maximum **Indemnity Period** shall not exceed three months and will apply from the date from which the order of the public authority is complied with

Subject otherwise to the terms Exclusions and Conditions of this **Policy** including without limitation, the basis of settlement provisions applicable to the Business Interruption Insurance section of this **Policy**.

8 Telecommunications System

Loss as a result of accidental failure of the telecommunications system serving the **Premises** at the incoming telephone line terminals at the **Premises**.

For the purpose of this Extension and not as otherwise stated the **Indemnity Period** shall be a maximum of 3 months.

What is not covered

1 Any loss as insured by this extension involving an interruption of less than 12 hours continuous duration

2 Any loss during any period other than the actual period where access to **Your Premises** was prevented

3 Any prevention of access to **Your Premise**s as a result of **Damage**, or arising from any cause within **Your** direct control including any non-compliance with a prior order or advice of a public authority

4 Any loss arising directly or indirectly from or in any way connected to:

A) disease, or

B) weather and/or drought

5 Any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1,000 metres from **Your Premises**

6 Any amount in excess of £5,000 this being **Our** maximum **Limit of Liability** for any one **Premises** and in the aggregate during one **Period of Insurance**.

7 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.

1 Loss as a result of accidental failure of satellite or mobile phone services.

2 Loss incurred during the first 24 consecutive hours of the **Indemnity Period**.

3 Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.

4 Any loss in excess of £100,000 after the application of all other terms and conditions of this Insurance.

5 Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.

6 Loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunications authority.

7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.

What is covered	What is not covered
9 Property at Other Locations and In Transit **Damage** by any insured **Event** to A) documents and business books whilst removed from the **Premises** to any location and while in transit within the **Territorial Limits** shown in the **Schedule** for Contents temporarily removed B) any other **Property Insured** (excluding vehicles licensed for road use) i) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within the **Territorial Limits** shown in the **Schedule** for Contents temporarily removed ii) in transit to and from the **Premises** in a vehicle owned or operated by **You** within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.	1 Loss as a result of **Damage** to the conveying vehicle or craft by impact. 2 Any amount in excess of £25,000 any one loss after the application of all other terms and conditions of this Insurance.
10 Outstanding Debit Balances THIS EXTENSION ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE **Damage** by any insured **Event** at the **Premises** to **Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.	1 Any amount in excess of the **Limit of Liability** in any **Period of Insurance** shown in the **Schedule**.
11 Loss at Customers' Premises **Damage** by any of the insured **Events** 1-11 to any customers' premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.	1 Any amount in excess of £75,000 any one loss after the application of all other terms and conditions of this Insurance.
12 Essential Employees Loss of **Gross Profit** as a result of an **Employee** winning in excess of £100,000 on the National Lottery. Cover under this extension commences from the date of the National Lottery win and will last no longer than 3 months after the date of winning.	1 Any loss where the **Employee** has i) been employed by **You** less than 12 months ii) served notice or has been served notice of termination of their employment prior to the incident iii) been absent from work through sickness, disability, or suspension for a period exceeding 4 weeks at the time of the win. 2 Any amount in excess of £50,000 any one loss.
13 Loss at Storage Sites **Damage** by any of the insured **Events** 1 - 11 to any premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not owned or occupied by **You** but which is used by **You** solely for storage purposes.	1 Any amount in excess of 10% of the **Gross Profit** or **Gross Revenue Sum Insured** or £50,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.
14 Bomb Hoax Loss resulting from interruption to or interference with the **Business** at the **Premises** as a result of the suspected or actual presence of an incendiary or explosive device commencing during the **Period of Insurance** that prevents or hinders access to the **Premises.**	1 Any loss during the first 4 hours. 2 Any loss occurring in Northern Ireland. 3 Any loss in excess of £25,000 any one **Period of Insurance.** 4 Any loss as a result of Terrorism.

What is covered

What is not covered

THIS INSURANCE ALSO DOES NOT COVER

1 **Pollution and Contamination**

Loss as a result of **Damage** caused by pollution or contamination but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by

A) pollution or contamination which itself results from any **Event** insured (other than **Event** 13)

B) any **Event** insured (other than **Event** 13) which itself results from pollution or contamination.

Gross Profit – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs at the **Premises** to **Property Insured** used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following

1 in respect of reduction in **Turnover**

the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover**

2 in respect of Increase in Cost of Working

the additional expenditure reasonably incurred in avoiding or minimising the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of

A) the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided plus

B) £50,000 or 5% of the **Gross Profit sum insured** whichever is greater up to a maximum of £250,000.

Gross Revenue – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs at the **Premises** to **Property Insured** by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following

1 in respect of loss of **Gross Revenue**

the amount by which the **Gross Revenue** received during the **Indemnity Period** falls short of the **Standard Gross Revenue** as a result of the **Damage**

2 in respect of increase in cost of working

the additional expenditure reasonably incurred in avoiding or minimising the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of

A) the amount of the reduction in **Gross Revenue** thereby avoided plus

B) 5% of the **Gross Revenue sum insured** or £250,000 whichever is the less.

Outstanding Debit Balances - how We settle claims

If Extension 10 Outstanding Debit Balances is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**

We will pay **You**

1 the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances

2 the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

Other considerations when settling any claims under this Insurance

Material Damage Requirement

Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property**

or

payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

Limit of Liability

Our liability in any one **Period of Insurance** shall not exceed in the whole the total **sum insured** or in respect of any item its **sum insured** or any other stated **Limit of Liability**.

Alternative trading

If during the **Indemnity Period (Business Interruption Insurance)** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at

1 the **Turnover** (where cover is on **Gross Profit** basis)

or

2 **Gross Revenue**

during the **Indemnity Period (Business Interruption Insurance)**.

Savings

If any of the charges or expenses of the **Business** payable out of **Gross Profit** or **Gross Revenue** cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

Professional Accountants' charges

We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Payments on account

Payments on account may at **Our** discretion be made during the **Indemnity Period** if requested by **You**.

Automatic reinstatement after a loss

If any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** insured and Business Interruption losses resulting therefrom by any of the insured **Events** other than by Theft the **Sum Insured** in respect of the Property Damage Insurance and Business Interruption Insurance shall be reduced in whole or in part by the amount of any such **Damage** and Business Interruption

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage**, **Our** liability shall not be reduced by the amount of any loss

Provided that

1. **You** shall pay the appropriate additional premium for such automatic reinstatement of cover if required by **Us**
2. **We** will not be liable in respect of any one **Event** for more than the **Policy Sum Insured** or other **Limit of Liability** applicable to the Property Damage Insurance and Business Interruption Insurance cover.
3. any **Limit of Liability** described as applying in the aggregate during the **Period of Insurance** shall not be reinstated
4. You shall take immediate steps to effect additions to or variations in the protections of the **Property Insured** as **We** may require.

Requirements which You must comply with to minimise loss of Outstanding Debit Balances

Duplicate Records

It is a requirement of this Insurance that **You** shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**.

Where material to the loss, failure to comply with this requirement will result in Us not paying Your Outstanding Debit Balances claim.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Loss of Liquor Licence Insurance

What is covered

The loss of **Gross Profit** suffered by **You** if the **Premises Licence** in force is forfeited, suspended or withdrawn due to the operation of the **Licensing Act,** together with any resulting depreciation in value of the **Premises** should **You** be unable to obtain a further **Premises Licence** within 12 months and **You** sell the **Premises.**

What is not covered

1 Loss arising from

A) partial removal

B) suspension or

C) any failure by the Licensing Authorities to grant any requested alterations of the **Premises Licence**

unless such partial removal, suspension or alteration is ancillary to the **Premises Licence** being fully removed or suspended.

2 Loss arising from

A) actual or proposed compulsory acquisition of any of the **Premises**

B) scheme or town or country planning improvement or redevelopment

whether such loss is direct or indirect.

3 Loss arising from alteration after the inception of this Insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the **Premises Licence** unless **We** confirm in writing that the Insurance will apply after such alteration.

4 Loss arising from such refusal to renew a **Premises Licence** as entitles **You** to claim compensation under any statute.

5 Loss arising from failure

A) other than for good cause to keep open the **Premises** during the times stated on the operating schedule of the **Premises Licence**

B) to maintain the **Premises** in good sanitary and general repair

C) to comply with any direction or requirement of the Licensing Authorities.

6 Loss arising from forfeiture of the **Premises Licence** occasioned wholly or in part by any act or omission by **You** or by **Your** failure to take all reasonable action to maintain the **Premises Licence** in force.

7 Loss arising from **Your** failure to apply for or follow the correct procedures for applying for a **Premises Licence** under the regulations of the **Licensing Act**.

Loss of Liquor Licence Insurance – how We settle claims

We will pay **You** in accordance with Cover A and Cover B below if during the **Period of Insurance** the **Premises Licence** is forfeited, suspended or withdrawn due to the operation of the **Licencing Act**.

Cover A

The loss of **Gross Profit** suffered by **You** during the **Indemnity Period** and the amount payable shall be the aggregate of

1 **Shortage in Turnover** less **Turnover from Alternative Trading** multiplied by the **Rate of Gross Profit**

2 **Additional Expenditure** less **Savings in Costs**

but shall be subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred.

3 Professional Accountants' Charges being the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Cover B

The depreciation in value of the **Premises** solely as a result of **You** selling the **Premises** without a **Premises Licence**, provided that **You** have been unable to obtain a **Premises Licence** within twelve months of the date of the forfeiture, suspension or withdrawal of the **Premises Licence**.

Reducing the chance of loss

What We will do

We shall be entitled to appeal in **Your** name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. **You** shall give all such assistance as **We** may require.

What We expect of You

You shall give written notice to **Us** as soon as reasonably practicable of the forfeiture, suspension or withdrawal of any **Premises Licence** or of any **Event** likely to prejudice the **Premises Licence** coming to **Your** knowledge stating (as far as is practicable) the grounds on which any order was made or the particulars of such **Event**.

As soon as practicable after the forfeiture or withdrawal of a **Premises Licence You** shall deliver to **Us** a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a Statutory Declaration of the truth and accuracy of such statement. **You** shall permit **Us** to take proceedings at **Our** expense to recover compensation or secure indemnity from any party in respect of anything covered by this Insurance.

You shall give written notice to **Us** of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn any **Premises Licence** or which does or might occasion any disqualification. Subject to such notice **You** shall be deemed to have reaffirmed at each Renewal Date the information **You** provided at the inception of cover and contained in the **Statement of Fact**.

You shall use due diligence to

1 comply with the terms of the **Premises Licence** in the provision of accommodation, food, refreshments and entertainment

2 comply with the standards required by the fire, planning and food hygiene authorities.

You shall exercise against any **Employee** or agent who is responsible for the day-to-day running of the licensed **Premises** all rights powers and privileges which **You** may be entitled to exercise to protect any **Premises Licence** against loss or to protect **Your** interest in the **Premises**. **You** shall make all such applications as **You** may be entitled to do under the **Licensing Act** to prevent the loss of the **Premises Licence** by non-renewal, forfeiture or withdrawal of the **Premises Licence**.

In the event of the death, bankruptcy or incapacity of any **Employee** or agent responsible for the day-to-day running of the licensed **Premises** or if such person shall abscond or be convicted of any offence **You** shall produce a suitable person to replace them.

No alterations shall be made to the **Premises** without the sanction of the Licensing and other competent authorities nor shall any offer be made to surrender or discontinue any **Premises Licence** without **Our** written consent.

Settlement of a claim under Cover A

If **You** wish to make claim under this Insurance **You** shall

1 notify **Us** as soon as reasonably practicable

2 take and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss

3 at **Your** own expense provide **Us** within 30 days after the expiry of the **Indemnity Period** or within such further time as **We** allow full details in writing of the claim

4 at **Your** own expense provide **Us** with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by **Us** for the purpose of verifying the claim. Any such accounting information required may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be prima facie evidence of the information to which the report relates.

Penalty for not complying

If **You** do not comply with what **We** require of **You** in Settlement of a claim under Cover A

1 no claim under this Insurance shall be payable and

2 any payment on account of the claim already made shall be repaid to **Us** forthwith.

Other considerations when settling any claims under this Insurance

If any difference arises as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

If any claim under this Insurance is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Insurance all benefit hereunder shall be forfeited.

If at the time of the forfeiture or withdrawal of any **Premises Licence** there is any other insurance covering the same loss **We** shall not pay more than its rateable portion of any claim.

We shall in no case be bound to accept notice of the transfer of interest arising hereunder and nothing herein contained shall give any right against **Us** to any person other than **You** except the transferee approved by **Us** which approval shall not be unreasonably withheld.

In connection with any claims against **You We** may at any time pay to **You** the **Limit of Indemnity** or any lesser amount for which such claims can be settled and after that **We** shall relinquish the control of such claims and be under no further liability in connection with them except for costs and expenses for which **We** may be responsible in respect of matters prior to the date of such payment.

Current Cost Accounting

For the purpose of the Definitions referred to in this Insurance any adjustment implemented in current cost accounting shall be disregarded.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Money Insurance

What is covered

Damage to **Money** and property described up to the **Limit of Liability** any one loss as stated in the **Schedule** or as below

1 **Negotiable Money**

A) in **Your Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk

Limit of Liability – as shown in the **Schedule.**

B) in **Your Business Premises** out of **Working Hours**

i) in locked safes or strongrooms as shown in the **Schedule**

Limit of Liability any one loss – as shown in the **Schedule**

ii) in all other locked safes or strongrooms

Limit of Liability any one loss – as shown in the **Schedule**

iii) not in a locked safe or strongroom

Limit of Liability any one loss – as shown in the **Schedule**.

C) in **Your** residence or that of **Your** directors, partners or **Employees**

i) whilst in a locked safe or whilst an adult is in the residence

Limit of Liability any one loss – £500

ii) otherwise

Limit of Liability any one loss – £250.

2 **Non-Negotiable Money**

Limit of Liability any one loss – £250,000.

3 **Damage** to clothing and personal effects (not exceeding £25 per person in personal money) belonging to **You** or any of **Your** directors, partners or **Employees** following a robbery or attempted robbery whilst engaged in the **Business**

Limit of Liability any one loss – £500 per person.

4 Stamped or impressed National Insurance Cards

Limit of Liability – Unlimited.

5 **Damage** following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat used for the carriage of **Money** belonging to **You** or for which **You** are responsible

Limit of Liability – Unlimited.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 **Damage** by theft by any of **Your** directors, partners or **Employees** unless the theft is discovered within seven working days of the occurrence.

3 **Damage** by theft from an unattended vehicle.

4 **Damage** to or corruption of **Data** whether in whole or part.

5 Shortage due to error or omission.

6 **Damage** due to the use of counterfeit **Money**.

7 **Damage** outside of **Great Britain**, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

Extensions to Cover

This Insurance also covers

Personal Injury (Robbery)

What is covered

We will pay the appropriate Benefit to **You** in accordance with the amounts per Unit of cover and the Number of Units shown in the **Schedule** if accidental bodily injury is sustained by any **Insured Person**

1 solely and directly as a result of robbery or attempted robbery while engaged in the **Business** and

2 within two years is the sole cause of Death, **Disablement** or incurring of **Medical Expenses** for which the Benefit is claimed.

Benefits

1 Death

2 **Loss of Eye** or **Loss of Limb**

3 Permanent Total Disablement other than by **Loss of Eye** or **Loss of Limb** from gainful employment of any and every kind

4 Temporary Total Disablement from usual occupation

Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive

5 **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**

Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 104 weeks.

What is not covered

Benefit will not be paid for

1 Bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years.

2 Bodily injury, Death, **Disablement** or **Medical Expenses** resulting from or contributed to by the **Insured Person** having a physical or mental defect of any sort which was known either to **You** or the **Insured Person** when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**.

3 Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

Money Insurance - how We settle claims

If **Money** and insured **Property** suffers **Damage We** will pay **You** the amount of loss of **Money** or at **Our** option reinstate or replace the **Property** provided that **Our** liability shall not exceed any stated **Limit of Liability**.

Other considerations when settling claims under this Insurance

If at the time of any claim under this Insurance **You** are or would but for the existence of this **Policy** be entitled to indemnity under any other policy or policies **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

Requirements which You must comply with to prevent loss or Damage

Security Precautions

It is a requirement of this Insurance that whenever the **Business Premises** are left unattended **You** ensure that

A) all locks bolts and other protective devices are in full and effective operation

B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

Further, where **We** have specified in **Your Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is a requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**

1 **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.

2 **You** shall ensure the **Business Premises** are not left unattended

A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal

B) if police response to alarm calls has been withdrawn

without **Our** written agreement.

3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.

4 **You** shall not make any alteration to or substitution of

A) any part of the **Intruder Alarm System**

B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**

C) the maintenance contract

without **Our** written agreement.

5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.

6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.

7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.

8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.

9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.

10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification

A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed

B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Money claim.

Money in Transit

It is a requirement of this Insurance that **Negotiable Money** in transit is escorted by the number of persons shown below:

Limit	**Escorts**
Up to £5,000	1 able bodied person
Between £5,001 and £9,000	2 able bodied persons
Between £9,001 and £10,000	3 able bodied persons.

Any amounts in excess of £10,000 must be carried by a Security Company approved by **Us**.

The maximum amount **We** will pay is the **Limit** of **Liability** "In Transit" shown in the **Schedule**.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Money claim.

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THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Transit Insurance

Section 1 Vehicles owned or operated by You

What is covered

1 **Damage** to **Goods** while being loaded on, carried on, temporarily housed on or unloaded from any vehicle owned or operated by **You** within the **Territorial Limits** shown in the **Schedule**.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.

3 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.

4 **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the conveying vehicle.

5 **Damage** to **Goods** warehoused at a rental or under a contract for storage and distribution.

6 **Money** and securities.

7 **Damage** to **Goods** carried by or despatched by **You** for hire or reward.

8 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.

9 **Damage** due to insufficient labelling or incorrect addressing.

10 **Damage** to **Goods**

A) in any vehicle which is being used outside the normal course of the **Business** for social domestic or pleasure purposes

B) in open vehicles caused by atmospheric or climatic conditions unless the **Goods** are protected by vehicle sheets

C) in open vehicles caused by theft when the vehicle has been left unattended

D) left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either

i) garaged in a building which is securely closed and locked

or

ii) parked in a compound secured by locked gates

E) as a result of theft from any unattended vehicle unless

i) all doors, windows and other openings are left closed, securely locked and properly fastened

or

ii) entry or access to the vehicle has been effected by forcible and violent means.

11 **Damage** to **Goods** while at **Exhibitions**.

12 Any amount in excess of the **sum insured** shown in the **Schedule** for any one claim arising out of any one **Event**.

Extensions to Cover

THIS SECTION ALSO COVERS

What is covered

1 Additional costs incurred in

A) transhipping **Goods** to another vehicle delivering it to the original destination or returning it to the place of despatch following **Damage** to the **Goods** or an accident to the conveying vehicle

B) the removal of debris following **Damage** to the **Goods** or an accident to the conveying vehicle

C) reloading **Goods** on to any vehicle if they fall from a vehicle owned or operated by **You**.

2 **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control while carried on any vehicle owned or operated by **You**.

3 **Damage** to the personal effects belonging to the driver or attendant while carried by any vehicle owned or operated by **You** in the course of the employment of the driver or attendant with **You**.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.

3 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.

4 **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle.

5 **Money** and securities.

6 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.

7 **Damage** due to insufficient labelling or incorrect addressing.

8 Any amount in excess of £2,500 for all claims arising out of any one **Event**.

1 **Your Contribution** as shown in the **Schedule**.

2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.

3 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.

4 **Damage** due to insufficient labelling or incorrect addressing.

5 Loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any **Event** or is only revealed when an inventory is made.

6 Any amount in excess of £2,500 for all claims arising out of any one **Event**.

1 **Your Contribution** as shown in the **Schedule**.

2 **Money** and securities.

3 Jewellery, watches, furs, cameras or any portable electronic entertainment equipment belonging to vehicle drivers or attendants.

4 Any amount in excess of £250 for all claims arising out of any one **Event** for any one person.

Section 2 Exhibitions

What is covered

1 **Damage** by any cause to **Goods** while at **Exhibitions** within the **Territorial Limits** shown in the **Schedule**.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.

3 **Money** and securities.

4 **Goods** left at any **Exhibition** premises for longer than 7 days.

5 **Damage** to

A) machinery due to its own running or operation

B) **Goods** by atmospheric or climatic conditions in respect of **Exhibitions** held in the open or in marquees or in tents

C) **Goods** whilst being demonstrated, tested or worn.

6 **Damage** as a result of theft of **Goods** left unattended at the **Exhibition** premises

A) during **Exhibition** opening hours

B) outside **Exhibition** opening hours unless theft involves entry to or exit from the room containing the **Goods** by forcible and violent means or the **Exhibition** premises or site is patrolled by security personnel.

7 Any amount in excess of the **Limit of Liability** for any one **Exhibition** as shown in the **Schedule**.

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF BOTH SECTION 1 AND SECTION 2)

1 **Wear and Tear**

Wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external **Damage** has occurred.

How We settle claims for Vehicles owned or operated by You

If any of the **Goods** suffer **Damage** as covered under Section 1 of this Insurance within the **Territorial Limits** shown in the **Schedule We** will pay **You** the amount of loss or at **Our** option repair reinstate or replace such **Goods**.

How We settle claims for Exhibitions

If any of the **Goods** suffer **Damage** as covered under Section 2 of this Insurance within the **Territorial Limits** shown in the **Schedule We** will pay **You** the amount of loss or at **Our** option repair reinstate or replace such **Goods**.

The most We will pay

The most **We** will pay in respect of any one **Exhibition** is the **Limit of Liability** as shown in the **Schedule** or any other stated **Limit of Liability**.

Liabilities Insurance

Section 1 Employers' Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**

A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by **You** in the **Business**

2 in respect of

A) claimants' costs and expenses which **You** are legally liable to pay in connection with any claim under **1** above

B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death

C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Road Traffic Legislation

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation.

2 Fines or Penalties

Any legal liability for

A) fines or penalties

B) the costs of appeal against any improvement or prohibition notices

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

3 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it where the legal liability is

i) that of any principal

ii) accepted under an agreement without which the legal liability would not exist.

Extensions to Section 1

THIS INSURANCE ALSO COVERS

What is covered

1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

A) for any director or partner of **Yours** £500 per day

B) for any **Employee** £250 per day.

2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any Court situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgement provided that

A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man

B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**

C) there is no on-going, planned or outstanding appeal

D) the **Employee** or their personal representative shall assign the judgement to **Us**.

What is not covered

Employers' Liability - how We settle claims

How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

The most We will pay

Our liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

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

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Section 2 Public Liability/ Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

1 up to the **Limit of Indemnity** against legal liability for damages in respect of

A) accidental **Injury** of any person

B) **Damage** to **Property**

C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way

D) wrongful arrest or false imprisonment

happening during any **Period of Insurance** in connection with the **Business**

2 in respect of

A) claimants' costs and expenses which **You** are legally liable to pay in connection with any claim under **1** above

B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death

C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

A) mechanically propelled vehicle other than legal liability arising out of

i) the use of plant as a tool of trade on site

ii) the use of plant at **Your Premises**

iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

B) aircraft or other aerial device

C) aerospatial device

D) hovercraft

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

A) **Your** directors', partners', **Employees**' or visitors' personal effects including vehicles and their contents

B) customers' personal effects held in a cloakroom operated by **You** provided that

i) **Our** liability in respect of any one article shall not exceed £500

ii) such cloakroom is securely locked when unattended and the key is kept in the custody of a person authorised by **You**

C) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**

D) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

What is covered

What is not covered

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination unless caused by a **Sudden Pollution or Contamination Incident**.

5 Product Defects and Recall

A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.

B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

8 Disposed Premises

Any legal liability for the costs of remedying

A) any defect or alleged defect

B) the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**

in premises disposed of by **You**.

9 Fines or Penalties

Any legal liability for

A) fines or penalties

B) the costs of appeal against any improvement or prohibition notices

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

D) compensation ordered or awarded by a Court of Criminal Jurisdiction

E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

10 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

What is covered

What is not covered

11 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

12 Aircraft Products

Any legal liability arising from **Aircraft Products.**

13 Contribution

Your Contribution as shown in the **Schedule** in respect of

A) the claimants damages

B) the claimants costs and expenses.

14 Cyber

Any legal liability for mental injury arising from

A) loss destruction or corruption of **Data**

B) appropriation transmission use access to storage or modification of **Data**

C) the reduction in or loss of ability to use access process transmit modify or store **Data**

D) misinterpretation or misuse of **Data**.

Extensions to Section 2

THIS INSURANCE ALSO COVERS

What is covered

1 Cross Liabilities

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

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

A) for any director or partner of **Yours** £500 per day

B) for any **Employee** £250 per day.

3 Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

A) **Injury** to others, or

B) **Damage** to **Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

4 Personal Legal Liabilities whilst Overseas

We will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

5 Data Protection Act

We will provide an indemnity to **You** and if **You** so request any **Employee** or director or partner of **Yours** against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

We will also pay claimant's costs and expenses which **You** are legally liable to pay in connection with any claim incurred with **Our** prior written approval

Provided that **You** have paid the appropriate fee under the Data Protection (Charges and Information) regulations 2018 or are exempt from doing so.

What is not covered

3 1 **Damage** to the vehicle or its contents.

2 Any legal liability caused while the vehicle is being driven by **You**.

3 Where cover is provided by any other insurance policy.

4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

4 1 Any legal liability arising out of

A) the ownership or occupation of land or buildings

B) where cover is provided by any other insurance policy

C) all exclusions shown under 'What is not covered'.

5 1 Any amount in excess of £1,000,000 in the aggregate in any one **Period of Insurance**

2 The payment of fines or penalties

3 The costs of notifying any person regarding loss of **Data**

4 The costs of replacing reinstating rectifying erasing blocking or destroying **Data**

5 Any liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission

6 Any claim which arises out of circumstances notified to previous insurers or known to **You** at the inception of this **Policy**

7 Any legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

What is covered

6 Defective Premises Act

Your legal liability in respect of **Injury** or **Damage to Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

7 Guests' Property

Your legal liability arising out of the following legislation or as may be amended or similar legislation in the United Kingdom, the Channel Islands or the Isle of Man

A) Hotel Proprietors Act 1956

B) Hotel Proprietors Act (Northern Ireland) 1958

C) Tourism (Liability of Proprietors of Registered Premises) (Jersey) Law 1964

D) Hotel and Guest House Proprietors Liability (Bailiwick of Guernsey) Law 1964

E) Hotel Keepers Liability Act 1964

provided that

i) **You** display notices where required by and in accordance with the provisions of the appropriate legislation detailed above

ii) any guest's property deposited with **You** for safe keeping is kept in a locked safe or strongroom.

8 Personal Liability

THIS EXTENSION ONLY APPLIES IF OWNER'S PERSONAL EFFECTS IS SHOWN AS INCLUDED UNDER PROPERY DAMAGE INSURANCE IN THE SCHEDULE

Your legal liability or the liability of any member of **Your** family permanently residing with **You** incurred in a personal capacity while in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man or whilst temporarily outside **Great Britain,** Northern Ireland, the Channel Islands or the Isle of Man.

For the purposes of this Extension where the Policyholder is a private limited company the definition of **You/Your** will be deemed to be those of **Your** directors who were permanently residing at the **Premises** at the time of the **Damage**.

What is not covered

1 Any amount in excess of £25,000 in respect of all **Events** happening in the **Period of Insurance**.

1 Any legal liability arising out of

A) the ownership or occupation of land or buildings other than the **Premises**

B) **Injury** to any member of **Your** family permanently residing with **You**.

2 Where indemnity is provided by any other insurance.

What is covered

9 Financial Loss - Products Liability

Your legal liability for **Financial Loss** as a direct result of products supplied.

The maximum the **We** will pay, including costs and expenses, in respect of all claims made against **You** in any one **Period of Insurance** is £100,000

This cover only applies to claims made against **You** during the currency of this **Policy** or within 30 days of its expiry

This extension will not cover any legal liability:

In respect of **Financial Loss** as a result of

A) circumstances which, at inception of this **Policy, You** knew or ought to have known about and which were likely to give rise to a claim

B) non or late delivery of products supplied.

C) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.

D) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.

E) liability under the Data Protection Act 1998 or any subsequent amending legislation

F) any diminution in value of any **Property** or products supplied

G) imposed on **You** solely by reason of the terms of any contract conditions or agreement

H) any consequence caused by or contributed to or arising from

  i) the presence of

  ii) the release of **Asbestos** including any product containing **Asbestos**

I) the transmission or impact of any virus

  i) any unauthorised access to a system

  ii) interruption or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication

  iii) failure of a system

  iv) damage to **Data** but not limited to any

    i) loss or destruction or corruption of **Data** whether in whole or in part

    ii) unauthorised appropriation use access to or modification of **Data**

    iii) unauthorised transmission of **Data** to any third party

    iv) misinterpretation use or misuse of **Data**

    v) operator error.

J) being sustained outside **Great Britain**, Northern Ireland the Channel Islands or the Isle of Man

K) the cost of making good removal repair rectification replacement or recall of or refunding any loss in value of

  i) any **Products**

  ii) any defective work executed by **You**.

What is not covered

What is covered

10 Legionellosis

Notwithstanding Exclusion 4, **We** will provide indemnity to **You** in respect of legal liability for accidental **Injury** caused by **Legionellosis** arising out of the **Business**.

Provided that:

i) all incidents considered by **Us** to have occurred during the **Period of Insurance** in respect of this Extension shall form part of and not exceed the **Limit of Indemnity** shown in the **Schedule** for all **Sudden Pollution** or **Contamination Incidents**.

ii) in respect of a manifestation at the **Premises** of **Legionellosis** or Legionnaires' disease it is a condition precedent to any liability of **Ours** that at the time of such outbreak at **Your** own **Premises You** shall have been in complete compliance with the Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**.

What is not covered

Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Contribution as shown in the **Schedule** is payable before **We** will be liable to make any payment.

The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

United States of America Claims

In respect of claims happening or where a claim is brought in the **United States of America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Requirements which You must comply with to benefit from cover under this Section

Car Parks

It is a requirement of the insurance by this Section that **You** take the following precautions in respect of any garage or parking area owned by **You** or under **Your** control

1 A suitable disclaimer notice or notices must be prominently displayed stating that **You** are not liable for **Damage** to any vehicle or to anything in or about any vehicle

2 A similar disclaimer notice must be printed on every ticket issued by **You** or on **Your** behalf in respect of the garaging or parking of any vehicle.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Liability claim.

Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

We will pay

1 legal costs and expenses incurred with **Our** written consent

2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of a director, partner or **Person Employed**.

Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

1 legal costs and expenses incurred with **Our** written consent

2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business.**

The proceedings must relate to

A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**

B) a breach of Part II of the Consumer Protection Act 1987

C) a breach of Part II of the Food Safety Act 1990.

What is not covered

1 Fines or Penalties

A) Fines or penalties of any kind.

B) The costs of appeal against any improvement or prohibition notices.

C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.

D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

1 Fines or Penalties

A) Fines or penalties of any kind.

B) The costs of appeal against any improvement or prohibition notices.

C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.

D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

Legal Defence Costs - how We settle claims

How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under Your Policy We will pay the costs that You have incurred with Our written consent and the costs awarded against You and at Your request any of Your directors, partners or any Person Employed.

Special Provision

We shall pass notification to an independent third party service provider with whom We have an agreement and which shall administer the claim on Our behalf.

The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule.**

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Terrorism Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Notwithstanding any provisions to the contrary within this **Policy**, the insurance in respect of all items, clauses or extensions, insured by the insurance shown in the Terrorism Insurance section of the schedule, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover

The following Heads of Cover are insured:

A **Damage**,

B **Non-Damage**, and

C loss resulting from **Damage** to **Property**,

to the extent and insofar that they are insured by this **Policy** in each Territory stated below the proximate cause of which is an **Act of Terrorism**, where any **Act of Terrorism** within **Great Britain** must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

1) subject to exclusions 1-3 shown under 'What is not covered', and

2) not subject to any other exclusions shown under 'What is not covered' in this **Policy**,

provided also that **Our** liability in any one **Period of Insurance** shall not exceed:

i) in the whole the total **Sum Insured**, and

ii) in respect of any item its **Sum Insured** or any other stated **Limit of Liability** specified in the **Schedule** or elsewhere in this **Policy**,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against each Territory stated below after the application of all the provisions of the insurance including **Your Contribution**.

Territory		Limit of Liability
A	**Great Britain**	As otherwise specified in the **Schedule** or this **Policy**
B	Elsewhere in the world	Not insured

What is not covered

1 Riot civil commotion War and Allied Risks

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

A) **Damage** or **Non-Damage** to or the destruction of any **Computer System**;

or

B) any alteration, modification, distortion, erasure or corruption of **Data**,

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus** or **Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

3 Nuclear Risks and Chemical, Biological and Radiological Contamination

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material,

C) chemical and/or biological and/or radiological irritants, contaminants or pollutants,

in respect of:

i) **Property** situated outside of **Great Britain**

or

ii) **Residential Property** insured in the name of a **Private Individual**.

Conditions

1 In any action, suit or other proceedings where We allege that any **Damage, Non-Damage** or loss resulting from **Damage** to **Property** is not covered by this Terrorism Insurance the burden of proving that such **Damage**, **Non-Damage** or loss is covered shall be upon **You**.

2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.

3 If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this **Policy** apply except in so far as they are hereby expressly varied by the Terrorism Insurance Section

Special Provision

1 Cyber Terrorism

This Special Provisions applies only to:

A) Terrorism Insurance Heads of Cover A and C

and

B) **Property** situated within **Great Britain** and does not apply to:

i) Terrorism Insurance Head of Cover B,

or

ii) **Residential Property** Insured in the name of a **Private Individual**

Electronic Risks exclusion 2A) and 2B) shown under 'What is not covered' shall not apply to any **Covered Loss** provided that such **Covered Loss**:

1) results directly (or, solely as regards 2)c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**;

and

2) comprises;

a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **You**;

or

b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;

i) damage to or destruction of **Property** insured by **You**; or

ii) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by **You** to which access is affected;

or

c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss

and

3) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **Property** for the purposes of this Special Provision shall additionally exclude:

A. any money (Money as defined within this **Policy**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and

B. any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of 2) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in 1) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Fidelity Insurance

Special Condition

Automatic cancellation of previous policies

From the effective date of this **Policy** all liability **We** may have under any previous policies **We** have issued to **You** in respect of cover now provided under this Fidelity Insurance, including that arising from any discovery period provided by the previous policy, is cancelled.

Definitions specific to this Fidelity Insurance

The words shown below shall carry the same meaning throughout this Fidelity Insurance whenever used and shown in **bold type**.

In addition, any words defined in the "Definitions – Words with Special Meanings" section of this **Policy** shall carry that same meaning throughout this Fidelity Insurance whenever used and shown in **bold type** unless expressly varied below, where for the purposes of this Fidelity Insurance they will carry only the meaning shown below. For clarity, if a word is defined both below and defined in the "Definitions – Words with Special Meanings" section, only the definition shown below will be used in respect of this Fidelity Insurance.

Any One Claim

All losses covered under this Fidelity Insurance which result from a **Fraudulent Act** or number of **Fraudulent Acts**

1 of one person

or

2 of two or more persons acting **In Collusion.**

Auditors Fees

Independent professional auditors fees necessarily and reasonably incurred by **You** to prove the amount of loss claimed under this Insurance.

Benefit Plan

Any pension or benefit plan which **You** have established for the benefit of current and former **Employees.**

Discovered or Discovery

The point when a director, partner, equity partner, member, departmental director or senior manager employed by **You**

1 first becomes aware of facts which would cause a reasonable person to believe that a loss has been incurred or is likely to be incurred

2 first receives an allegation of facts that if true would cause a loss to be incurred

under this Fidelity Insurance regardless of

1 when the act or acts causing or contributing to the loss occurred

2 whether the exact amount or details of the loss are known

Employee(s)

Any person

1 employed under a contract of service or apprenticeship with **You** in the normal course of **Your Business** other than members of **Your** Board of Directors or equivalent management board

2 who is

A) undertaking study, work experience, training placement or secondment

B) working exclusively for **You** and for no other party under a contract for services as a consultant having previously been employed by **You**

C) provided to **You** by an agency

D) engaged by **You** to develop a **System**

under **Your** control and direction

3 who is a member of **Your** Board of Directors or equivalent management board other than any equity partner, member or partner in **You**

4 who falls into any of the above categories 1 to 3 who **You** are unable to identify by name but whose **Fraudulent Acts** have caused a loss and **You** are able to prove that the loss was due to those **Fraudulent Acts**

5 who falls into any of the above categories 1 to 3 shall remain an employee for the purposes of this Fidelity Insurance for the first sixty days following any termination of any contract of service or contract for services.

In the event that there is more than one Policyholder shown in the **Schedule**, for the purposes of this Fidelity Insurance an **Employee** of any one Policyholder shown in the **Schedule** is considered to be an **Employee** of all Policyholders shown in the **Schedule**.

Fraudulent Act(s)

An act or acts of fraud or dishonesty committed by an **Employee** or **Employees** which is intended to obtain an improper financial gain for themselves or any other person or organisation.

In Collusion

Two or more **Employees** who materially assist each other or who are both involved, connected, implicated or assist in carrying out any **Fraudulent Act**.

Information

Information contained in a manuscript record, account, microfilm, tape or other record whether or not contained in a **System**.

Minimum Standards of Control

The minimum standards of supervision and accounting procedures that are set out in this Fidelity Insurance under the heading "Requirements which **You** must comply with to prevent loss under this Insurance", which **We** require **You** to have in force to protect against the loss of **Money, Securities** or **Property**.

Money

1 Currency, coins and bank notes in current use and bullion.

2 Travellers cheques, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps and petrol cards all in current use and unused credits in franking machines.

3 Monetary balances held at a financial institution to **Your** credit.

Property

Tangible property other than **Money, Securities, Information** or **Data**.

Responsible Official

1 Any of **Your** directors or executive officers or accounting or audit managers.

2 Any internal auditor, inspector, accountant or other person responsible for overseeing compliance with standards of supervision, accounting or security.

Securities

Means negotiable and non-negotiable instruments which represent **Money** or **Property** but does not include the actual **Money** or **Property** represented.

What is covered

Events

1 **Employee Fraud**

Loss of **Money, Securities**, or **Property** owned or leased by **You** which directly results from a **Fraudulent Act** by an **Employee** or **Employees**.

What is not covered

1 **Your Contribution** as shown in the **Schedule**.

2 Salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other earnings or benefits earned in the normal course of employment.

3 Profits dividends or other income or interest.

4 Taxes, penalties, fines or damages except for direct compensatory damages if specifically covered by this Fidelity Insurance.

5 Loss of any nature which is not directly attributable or linked to the **Fraudulent Act** other than as specifically covered by this Fidelity Insurance.

6 Any **Damage** to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.

7 Any loss arising from private work undertaken by any **Employee** for any of **Your** directors, partners, equity partners, members or **Employees**.

8 Any loss first **Discovered**

A) prior to the start of the **Period of Insurance**

B) after the expiry of the **Period of Insurance** unless cover is provided by the Discovery Period Extension.

9 Loss which is alleged solely on the basis of

A) a profit and loss comparison

or

B) a comparison of inventory records with an actual physical count

but this shall not prevent **You** from providing this information in support of a claim for loss where **You** have established wholly independently from this information that a loss arising from a **Fraudulent Act** has occurred.

10 Loss arising from a **Fraudulent Act** committed by

A) an **Employee** who controls more than five percent of **Your** voting share capital at the time of committing the **Fraudulent Act**

B) any of **Your** equity partners, partners or members whether acting alone or **In Collusion** with another **Employee** or with other persons.

11 Loss arising from any **Fraudulent Act** committed by an **Employee** or **Employees** normally resident outside **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

12 Loss arising from a **Fraudulent Act** by any **Employee** which occurs after the time when one of **Your** directors, partners, equity partners, members, departmental directors or senior managers, who is not acting **In Collusion** with the **Employee**, first becomes aware of facts which indicate that an act of fraud or dishonesty has been or is likely to be committed by the **Employee**, regardless of whether the act occurred before or after the commencement of employment with **You**.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

What is not covered

1 Care Custody and Control

Loss of **Money, Securities** or **Property** which

A) is in **Your** care, custody or control

B) **You** are legally liable for

directly arising from a **Fraudulent Act** by an **Employee** or **Employees**.

The maximum amount **We** will pay in respect of any loss covered by **Event** 1 and this extension is the **Limit of Indemnity** shown in the **Schedule**.

1 Any cover excluded under the heading "What is not covered" in respect of **Event** 1 above.

2 Auditors Fees

Auditors Fees incurred with **Our** prior written consent.

The maximum amount **We** will pay in respect of any loss covered by **Event** 1 and this extension is the **Limit of Indemnity** shown in the **Schedule**.

1 Any cover excluded under the heading "What is not covered" in respect of **Event** 1 above.

3 Discovery Period

Following the expiry date or earlier termination of this **Policy You** may continue to notify **Us** of any loss or losses which are first **Discovered** during the first 24 months after the expiry date of this **Policy** or the date of earlier termination, whichever is the earliest.

We will deem any loss **Discovered** during this 24 month period to have been **Discovered** during the **Period of Insurance** in force immediately prior to the expiry date or earlier termination date.

1 Any cover excluded under the heading "What is not covered" in respect of **Event** 1 above.

2 Any loss or that part of a loss which occurs after the expiry date or earlier termination date of the **Policy**, whichever is the earliest.

3 Any loss **Discovered** during this 24 month period if **You** have arranged cover under a similar policy with **Us** or any other insurer regardless of whether the other policy provides cover for **Fraudulent Acts** occurring prior to its effective date.

4 Previous Insurance

If a loss is **Discovered** which occurred prior to the effective date of this Fidelity Insurance **We** will provide cover in respect of that loss provided that

A) **You** or the previous owner of the **Business** have purchased one or more policies that provided cover in respect of the loss but which has been cancelled or has expired and for which this **Policy** has been issued in substitution

and

B) cover under the previous policy was in force for a continuous period from the date of the loss until the effective date of this **Policy**

and

C) the loss was **Discovered** after the discovery period of loss under the previous policy had expired

and

D) the loss is first **Discovered** during the **Period of Insurance** or any applicable discovery period provided by this Fidelity Insurance

1 Any cover excluded under the heading "What is not covered" in respect of **Event** 1 above.

2 Any amount which exceeds the limit of indemnity provided by the previous policy had it remained in force.

What is covered

and

E) the loss would have been covered by this **Policy** had it been in effect when the **Fraudulent Acts** causing the loss were committed.

The maximum amount **We** will pay in respect of any loss covered by **Event** 1 and this extension is the **Limit of Indemnity** shown in the **Schedule**.

5 Benefit Fund Trustees

We will indemnify the Trustees of any **Benefit Fund** in respect of loss which the Trust may incur as a result of a **Fraudulent Act** insured by this Fidelity Insurance which is committed by any of **Your Employees**.

For the purposes of this extension **We** agree that all persons nominated as Trustees are treated as **Employees**.

What is not covered

1 Any cover excluded under the heading "What is not covered" in respect of **Event** 1 above.

Fidelity Insurance - how We settle claims

If **You** incur loss of **Money, Securities** or **Property** covered by any of the **Events** insured in this Fidelity Insurance **We** will pay **You** the amount of the loss.

The most We will pay

In respect of **Any One Claim** the most **We** will pay is the **Limit of Indemnity** stated in the **Schedule**.

In respect of all loss **Discovered** during the **Period of Insurance** and any applicable **Discovery** period the most **We** will pay is the **Limit of Indemnity**.

Your Contribution

Your Contribution shown in the **Schedule** does not form part of the **Limit of Indemnity** and is payable by **You** before the **Limit of Indemnity** is applied to any loss.

Single Insured

1 **Discovery** made by one Policyholder shown in the **Schedule** is deemed to be **Discovery** by every Policyholder shown in the **Schedule**.

2 The **Limit of Indemnity** shown in the **Schedule** shall apply once and not individually to each Policyholder shown in the **Schedule**.

3 **We** will not pay for any loss incurred by one Policyholder shown in the **Schedule** to the advantage of any other Policyholder shown in the **Schedule**.

4 **Our** liability in respect of loss incurred by any or all Policyholders shown in the **Schedule** shall not exceed the amount for which **We** would be liable if all loss had been incurred by one Policyholder shown in the **Schedule** alone.

5 If a loss from the same source is incurred by more than one Policyholder shown in the **Schedule We** will pay the agreed amount of loss in a single sum. **We** will not be responsible for the distribution of the loss paid between Policyholders shown in the **Schedule** and payment of the single sum shall release **Us** from all liability to all Policyholders shown in the **Schedule** in relation to the loss.

Contribution by other Insurances

If a loss covered under this **Policy** is also partly covered under a policy issued by another insurer, provided that payment for the loss has been agreed by the other insurer, any **Contribution** applicable to the loss under this **Policy** will be reduced by the contribution applied under the other insurer's policy.

Other considerations when settling claims under this Insurance

Recoveries

If any recovery of **Money, Securities** or **Property** lost following a **Fraudulent Act** is made by **You** or **Us** the recovery will be held for **Our** benefit. The amount recovered less the reasonable costs of recovery will be allocated in the following order

1 to **You** in respect of any amount in excess of the total amount of the **Limit of Indemnity** plus **Your Contribution** where applicable

2 to **Us** in respect of all sums paid in settlement of loss made under this **Policy**

3 to **You** in respect of the amount of **Your Contribution**.

Valuation

We will not be liable for more than

1 A) the actual market value of **Securities** at the close of business on the business day immediately preceding the day on which the loss was **Discovered**

or

B) the actual cost of replacing the **Securities** whichever is the less

2 A) the cost of blank materials as stationery

B) the cost of clerical labour and computer time spent in reproducing **Information**

3 the value of foreign currency calculated in pounds sterling at the rate of exchange published in the Financial Times as the closing mid-point rate on the day of **Discovery**

4 the value of **Property** at the time of the loss or at **Our** option the cost of repairing, re-instating or replacing the **Property** whichever is the less.

Requirements which You must comply with to prevent loss under this Insurance

References Condition

It is a requirement of this Insurance that **You** shall obtain satisfactory references to confirm the honesty of each **Employee** who will be responsible for duties in respect of money, goods, accounts, computer operations or computer programming employed after the effective date of this **Policy**.

These references shall be obtained directly from the **Employee's** former employers for the three years immediately prior to the start date of the employment and before the **Employee** is allowed to work without supervision.

References need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of **Employees** joining directly from school or government sponsored youth training schemes one character reference shall be obtained.

A written record of any verbal reference shall be made at the time it is obtained.

The original copy of each written reference and the record of any verbal reference shall be retained by **You** and shall be made available for inspection by **Us** on request.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Fidelity claim.

Minimum Standards of Control

It is a requirement of this Insurance that **You** must ensure that the **Minimum Standards of Control** shown below are in force and operated by You and are not altered by **You** unless **We** agree to the change in writing.

If **You** do not operate the **Minimum Standards of Control We** may refuse to pay **Your Fidelity** claim.

1 Auditors

Your accounts shall be examined by external auditors every twelve months.

All recommendations or alternatives acceptable to the auditors shall be implemented without delay.

2 Cash receipts

Employees receiving cash and cheques in the course of their duties are required to remit all monies received and/or bank in full on the day of receipt or next banking day.

3 Reconciliation

Independently of the **Employees** responsible bank statements, receipts, counterfoils and supporting documents are checked at least monthly against cash book entries and the balance reconciled against cash and unpresented cheques.

4 Cheque signing and telephone and facsimile transfers

All cheques, transfer instructions or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted.

No cheque, transfer instruction or other instrument shall be signed until one signatory has examined the documentation supporting the request. **Your** bankers must be advised of the above requirements in respect of signatures.

In respect of telephone or facsimile instructions

A) **Your** bank must be required to call back to an authorised **Employee** to verify instructions before the transaction is processed.

B) Transfer instructions must be verified in all cases by a password or code.

C) Each authorised **Employee** must use a password or code unique to them.

D) **You** will confirm the transfer instruction in writing within 24 hours of the transaction commencing.

5 Cash and petty cash

Cash in hand and petty cash shall be checked independently of the **Employees** responsible at least monthly and additionally without warning every six months.

6 Payroll

In respect of **Employees** not paid by crossed cheque or credit transfer the payroll documentation will be subject to an independent check before payment to ensure that the total amount drawn is correct.

At least quarterly and independently of the **Employees** responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

7 Stocktaking

There will be a physical check on all **Stock** held against verified **Stock** records independently of the **Employees** responsible at intervals of not more than 12 months.

8 Ordering goods

The ordering of **Stock**, the recording of receipts of **Stock** and the authorisation of payment for **Stock** will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

9 Statements of account

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **Employees** receiving or collecting monies.

Action by management shall be taken if an account becomes three months overdue.

10 Computer security and Electronic Funds Transfer

Security checks will be built into all computer functions and reconciliations made as necessary.

Responsibility for the authorisation of transactions, processing of transactions and handling of output will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

In respect of electronic funds transfer one **Employee** must not be permitted to release transfer authorities to the bank. A second **Employee** with higher authority must check and authorise the instructions before release. Entries by each **Employee** must be authorised by password and each **Employee** authorised to undertake these activities must be allocated a password unique to them.

The appropriate authority limits per **Employee** must be built in to the computer program.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Fidelity claim.

20/80 Extension

In the event that any claim results from or is contributed to by the failure of any **Employee** or **Employees** to observe any part of the **Minimum Standards of Control** provided that **You** can prove

A) that **You** have complied with the **Minimum Standards of Control** condition stated above

and

B) such failure was without **Your** knowledge or consent or that of any **Responsible Official**

then **We** will pay any claim resulting therefrom but subject to **You** agreeing to pay

i) in addition to the amount of **Your Contribution** 20% of the amount which **We** would otherwise have been liable for

or

ii) £2,500 in all

whichever is the greater.

If the **Minimum Standards of Control** are avoided by the actual **Employee** or **Employees** committing the **Fraudulent Act** without **Your** knowledge or that of a **Responsible Official** the claim will be payable without deduction subject otherwise to the terms of this **Policy**.

Termination of Employment

It is a requirement of this Insurance that if the employment of an **Employee** is terminated **You** must take all reasonable precautions to prevent fraud or dishonesty by that **Employee**.

Where material to the loss, failure to comply with this requirement will result in Us not paying Your Fidelity claim.

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Personal Accident Insurance

What is covered

We will pay You the appropriate Benefit if during the Operative Time as shown in the Schedule an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement.

The appropriate Benefit below is payable in accordance with the amounts per Employee Type detailed in the **Schedule**, subject to the **Aircraft Accumulation** Limits and **Maximum Incident Limit** shown.

Benefits

1 Death

2 **Loss of Limb** or **Loss of Eye**

- A) two or more limbs or both eyes or one of each
- B) one limb or one eye

3
- A) Permanent total loss of speech
- B) Permanent total loss of hearing in both ears
- C) Permanent total loss of hearing in one ear

4 Permanent Total Disablement from gainful employment of any and every kind

5 Temporary Total Disablement from the **Insured Person's** usual occupation in the **Business**

6 Temporary Partial Disablement from at least 50% of the **Insured Person's** usual occupation in the **Business**.

What is not covered

We will not pay any Benefit where bodily injury following an **Accident** is the result of or is contributed to by

1 Activities

the **Insured Person** engaging in or practicing for any of the following excluded activities

- A) flying other than as a passenger
- B) motorcycling as a rider or passenger
- C) parachuting
- D) racing other than on foot or in dinghies
- E) winter sports other than curling or skating

2 Conditions

- A) the **Insured Person** committing or attempting to commit suicide or as a result of self inflicted injury
- B) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**)
- C) the **Insured Person** having a physical or mental defect of any sort which was known to them when the **Policy** was issued or at renewal unless the defect has been notified to and been accepted in writing by **Us**
- D) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

3 Terrorism

any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

4 Radioactive Contamination

radioactive contamination (not resulting from bodily injury following an **Accident**).

5
- A) the **Insured Person** being permanently seconded overseas or seconded to the UK from overseas on a temporary basis
- B) any **Business** trip exceeding 31 days in duration
- C) regular visits to overseas installations
- D) any manual work undertaken whilst travelling
- E) **Business** travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country)
- F) the **Insured Person** being 75 years or older.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

The following extensions are payable in addition to any Benefit paid under Benefits 1- 6 of the Insurance subject to the **Maximum Incident Limit** shown in the **Schedule**.

1 **Medical Expenses**

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the incurring of **Medical Expenses** in the treatment of the **Insured Person We** will pay up to 25% of any amount paid under Benefits 1 – 6 subject to a limit of £3,000 any one **Insured Person**.

2 **Coma Benefit**

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they remain in a continuous unconscious state.

3 **Commuting Expenses**

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** sustaining disablement from at least 50% of the **Insured Person's** usual occupation in the **Business We** will pay expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at **Your** request up to £50 per week up to a maximum £250 any one **Insured Person**.

4 **Dependents Benefit**

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death for which Benefit 1 is paid **We** will pay an additional 2% per child provided they are

A) unmarried and dependent

and

B) under 18 years of age or under 25 years of age if in full-time education

subject to a maximum of £5,000.

5 **Hospitalisation**

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 2 years is the sole and independent cause of the **Insured Person** being admitted to **Hospital** on the recommendation of a **Medical Practitioner We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they are a **Hospital** in-patient.

What is not covered

What is covered

6 Paralysis

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** suffering paralysis **We** will pay the following Benefit

A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4

B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.

What is not covered

Personal Accident Insurance - how We settle claims

Benefit shall not be payable in respect of any one **Insured Person** under more than one of the Benefits 1 – 4 in connection with the same **Accident**.

No claim for **Disablement** shall be payable under Benefits 2 to 4 until such time as reasonable evidence has been provided to **Us** to show that such **Disablement** is permanent and that there is no reasonable expectation of recovery.

We will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 – 4 in connection with the same **Accident**.

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 – 4.

If an **Insured Person** suffers Death or **Disablement** as a result of exposure to the elements **We** will consider that as having been caused by bodily injury following an **Accident**.

The most We will pay in respect of Benefits 5 and 6

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

We will not pay more per week than

A) the **Insured Person's** average weekly wage in respect of Benefit 5

B) 50% of the **Insured Person's** average weekly wage in respect of Benefit 6.

Disappearance

In the event of disappearance of the **Insured Person** if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of bodily injury following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

Minors

If the **Insured Person** is under the age of 16

A) the maximum amount **We** will pay in respect of Benefit 1 will be limited to a maximum of £10,000

B) no amount will be payable under Benefit 5 or 6.

Other considerations when settling claims under this Insurance

Assignment

We will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Insurance.

Interest

Interest will not be added to any amount paid under this Insurance.

Other Interests

Your receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us**. If there is more than one Policyholder specified in the **Schedule** having an interest in the **Insured Person** the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this Insurance.

Legal Expenses Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE

The Insurance Provided

This Section of the **Policy** provides a 'claims made' insurance. It covers **Legal Expenses** arising from matters notified to **Us** during the **Period of Insurance**, as set out below.

Legal Expenses

What is covered

1. **Legal Expenses** incurred during **Legal Proceedings** when all the following apply.

   A The **Legal Proceedings** arise in the usual conduct of **Your Business**.

   B The **Legal Proceedings** either:

      1 start and are notified to **Us** during the **Period of Insurance**; or

      2 arise from a **Dispute** notified to **Us** during the **Period of Insurance**.

   C The **Legal Proceedings** relate to any of the following matters, which are fully described below under the heading 'Covered Legal Proceedings'

      1. Employment Disputes
      2. Prosecution Defence
      3. Occupied Property
      4. Damage to Goods
      5. Taxation Enquiries
      6. Appeals to Statutory Bodies
      7. Bodily Injury Recovery
      8. Contract Disputes

What is not covered

1. Any amount more than the **Limit of Indemnity** shown in the **Schedule** for any one **Event** and in respect of all **Events** notified in the **Period of Insurance** (specific sub-limits also apply to some types of **Legal Proceedings**, and these are set out where those **Legal Proceedings** are described below under the heading 'Covered Legal Proceedings').
2. **Legal Proceedings** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.
3. **Legal Proceedings** arising from a **Dispute** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.
4. **Legal Proceedings** arising from a **Dispute** which commenced before the **Period of Insurance**, unless **You** have continuously purchased 'claims made' insurance covering such **Legal Proceedings** from the date and time that the **Dispute** commenced.
5. **Legal Proceedings** or **Disputes** not notified to **Us** as soon as reasonably possible when **You** first becomes aware of them, or ought to have become aware of them.

The full procedures relating to the notification of **Legal Proceedings** and **Disputes** are set out in 'Claims Conditions: Notification' below.

6. **Legal Proceedings** where there is not a 51% or greater prospect of successfully pursuing or defending the **Legal Proceedings**.
7. **Legal Proceedings** where the prospect of obtaining a reasonable outcome is uneconomical relative cost of the **Legal Proceedings**.
8. The estimate of the **Legal Expenses** to deal with **Your** claim must not be more than the amount of money in **Dispute**. The estimate of the **Legal Expenses** will be provided with the assessment of **Your** case and will be carried out by **Arc**. If the estimate exceeds the amount in **Dispute**, **We** may decline or end support for **Your** case.
9. Any **Legal Expenses** incurred without the prior written consent of **Arc**. (The process by which **Arc**'s consent can be obtained is set out in 'Claims Conditions: Consent' below).
10. **Legal Proceedings** which begin or are transferred outside the **Territorial Limits**.
11. **Legal Expenses** incurred outside the **Territorial Limits**.

What is covered

What is not covered

12. **Legal Expenses** which:

    (a) are covered under any other Section of this **Policy** purchased by **You** and shown as 'Included' in the **Schedule**; or

    (b) which would be covered under any other Section of this **Policy** if that Section had been purchased by **You** and was shown as 'Included' in the **Schedule**;

    including any **Legal Expenses** which would be covered but for the **Limits of Liability** or any other exclusion, term, or condition applicable to that Section.

13. **Legal Expenses** covered under any other insurance policy, or which would be covered under any other insurance policy if this **Policy** did not exist. This does not apply to the difference between the amount payable under that other insurance policy and the amount payable under this **Policy**.

14. **Legal Proceedings** in any way connected to a **Dispute** involving a third party in respect of which **You** hold liability insurance or are required to hold liability insurance by law.

15. Damages, fines, or penalties of any nature.

16. Any **Dispute** between **You** or between **You** and any subsidiary, parent, associated or sister company.

17. The defence of **Legal Proceedings** brought by a party who is an **Insured Person** for the purpose of those **Legal Proceedings**.

18. The pursuit of **Legal Proceedings** against a party who is an **Insured Person** for the purpose of those **Legal Proceedings**.

19. Any issue of law practice or procedure not directly connected with the **Legal Proceedings** which are otherwise covered under this **Policy**.

Jury Service Allowance

What is covered

1. The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend court for jury service because of a summons received during the **Period of Insurance**.

2. If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend court for jury service because of a summons received during the **Period of Insurance**.

What is not covered

1. Any amount more than £150 per day per **Employee**.

2. Attendance at any court outside the **Territorial Limits**.

Witness / Defendant Attendance Allowance

What is covered

1. The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.

2 If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.

What is not covered

1. Any amount more than £150 per day per **Employee**.

2. Attendance in connection with **Legal Proceedings** in respect of which **Arc** has not given consent for **Legal Expenses** to be paid under this **Policy** in accordance with the provisions set out in 'Claims Conditions: Consent' below.

Covered Legal Proceedings

1 Employment Disputes

What is covered

1. The defence of **Legal Proceedings** brought against **You** which arise from a **Dispute** between **You** and an **Employee**, ex-**Employee** or prospective **Employee** relating to their contract of employment or any actual or alleged breaches of their statutory rights under employment legislation applicable within the **Territorial Limits**.

2. The pursuit of **Legal Proceedings** brought by **You** to recover possession of premises owned by **You** but occupied by an **Employee** or ex-**Employee**.

What is not covered

1. Any **Dispute** arising within three months of the commencement of the **Period of Insurance** unless this **Policy** is a renewal of a previous policy issued by **Us** which provided substantially the same employment cover.

2. Any **Dispute** arising within six months of the commencement of the **Period of Insurance** with an **Employee** to whom a warning was given at any time in the six months prior to the commencement of the **Period of Insurance** unless this insurance is a renewal of a previous policy issued by **Us** which provided substantially the same employment coverage.

3. Any **Dispute** arising from:

   3.1. a material change or attempt to change the particulars of an **Employee**'s contract; or

   3.2. dismissal or redundancy of an **Employee**

   unless advice was sought in advance of the change or attempted change from **Our** Legal Advice Helpline and this advice was followed.

   To access this service contact **Our** legal consultants on 01455 251500 quoting 70108. This service is available 24 hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside of **Our** control.

4. Any **Dispute** in connection with restrictive covenants contained with the contract of employment

5. Any **Dispute** in connection with patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.

6. Any **Dispute** in connection with relating to actual or alleged defamation or malicious falsehood.

7. Any **Dispute** in connection with a transfer of business in the scope of or in connection with rights or obligations under The Transfer of Undertakings (Protection of Employment) Regulations 2006.

8. Any **Dispute** relating to death, bodily injury, disease, or illness of any person.

9. Any **Dispute** relating to damage to property including loss of use of such property.

10. Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.

Additional Insurance Provided: Basic and Compensatory Awards

What is covered

We will also indemnify **You** in respect of:

1. Any basic and/or compensatory award which **You** must pay because of a judgment in a **Dispute** covered under 1. Employment Disputes.

What is not covered

1. Additional awards, protective awards, aggravated damages or interim relief, or any award or settlement which exceeds the maximum sums that can be awarded in the employment tribunal on the same facts as a basic and/or compensatory award.
2. Awards of compensation or settlements made to the extent that they relate to contractual rights accrued before the actual or alleged breach of the actual or alleged contract of employment.
3. Awards or settlements made because of a failure to provide written reasons for dismissal.
4. Awards or settlements made which relate to a **Dispute** involving trade union activities including membership or non-membership.
5. Awards or settlements made which relate to a **Dispute** involving pregnancy, maternity, or paternity rights.
6. Awards or settlements made to the extent that they arise from **Your** obligation to make redundancy payments.

2 Prosecution Defence

What is covered

1. **Your** representation or, at **Your** request, representation of any **Partner, Director,** or **Employee**:
   - A during any investigation by the police or other statutory authority into an alleged criminal offence committed by that person;
   - B against prosecution in a court of criminal jurisdiction; or

2 Against a civil action for wrongful arrest or false imprisonment of any person accused of theft

What is not covered

1. Any **Dispute** relating to a breach of or offence under:
   - A the Health and Safety at Work etc. Act 1974; or
   - B the Corporate Manslaughter and Corporate Homicide Act 2007; or
   - C any breach of equivalent or amending legislation within the **Territorial Limits**.
2. Any **Dispute** relating to a breach of or offence under:
   - A Part II of the Consumer Protection Act 1987;
   - B the General Product Safety Regulations 2005;
   - C the Food Safety Act 1990;
   - D the General Food Regulations 2004; or
   - E any breach of equivalent or amending legislation within the **Territorial Limits**.
3. Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
4. Any **Dispute** alleging damage to any property including loss of use of such property.
5. Any **Dispute** relating to taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs, and any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.
6. Any **Dispute** arising from or relating to the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

3 Occupied Property

What is covered

1 The pursuit or defence of **Legal Proceedings** by **You** relating to the possession, tenancy, or lease of freehold or leasehold premises occupied for commercial purposes by **You**.

2 The pursuit of **Legal Proceedings** by **You** against a third party relating to a negligent act or omission, nuisance, trespass, or criminal damage in respect of freehold or leasehold premises occupied for commercial purposes by **You**.

What is not covered

1. Any **Dispute** related to premises not advised to **Us** by **You** before the **Period of Insurance**, or if first owned or occupied during the **Period of Insurance**, as soon as practicable and before the **Dispute** arose.
2. Any **Dispute** related to premises located outside the **Territorial Limits**.
3. Any **Dispute** between **You** and a lessee or tenant including without limitation those arising from rent reviews, lease, tenancy, or licence disputes, or relating to recovery of rent payable.
4. The defence of **Legal Proceedings** relating to death, bodily injury, disease, or illness of any person or alleging damage to any property including loss of use of such property.
5. Any **Dispute** relating to freehold title in respect of any premises.
6. Any **Dispute** in connection with mining or other subsidence or heave.
7. Any **Dispute** arising from compulsory purchase, confiscation, nationalisation, or requisition of freehold or leasehold premises.
8. Any **Dispute** over restrictions or controls placed on any freehold or leasehold premises by a government, public or local authority.
9. Any **Dispute** with a government, public or local authority or those acting on their behalf arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing, or other works.

4 Damage to Goods

What is covered

1. The pursuit of **Legal Proceedings** by **You** against a third party relating to a negligent act or omission or criminal damage in respect of goods owned by **You** or for which **You** are legally responsible.

What is not covered

1. Any **Dispute** related to goods located outside the **Territorial Limits**.
2. Any **Dispute** relating to goods in transit or lent or hired to third parties.
3. Any **Dispute** relating to goods at premises other than those occupied by **You** unless they are at such premises for installation or use in work to be carried out by **You**.

5 Taxation Enquiries

What is covered

1 Response to an enquiry into **Your** personal, partnership or company tax return by HM Revenue & Customs following the issue of the applicable statutory notice, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).

2 Response to expressions of dissatisfaction in the course of a Compliance Check by HM Revenue & Customs relating to Pay As You Earn, National Insurance Contributions or Value Added Tax, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).

What is not covered

1. Any amount more than £25,000 for any one **Dispute** or series of **Disputes** arising from materially the same facts.
2. Any amount more than £100,000 for all **Disputes** and **Legal Proceedings** notified during the **Period of Insurance**.
3. Any enquiry into a tax return that was filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing.
4. Costs in connection with the normal reconciliation of annual accounts and VAT (Value Added Tax) returns.
5. Any enquiry into a tax return that arises from enquiries into earlier years' tax returns, or other tax returns already under enquiry.
6. **Legal Proceedings** relating to actual or alleged non-disclosure of a tax avoidance scheme.
7. **Legal Proceedings** relating to **Your** use of a tax avoidance scheme which was or should have been disclosed under the above.
8. **Legal Proceedings** relating to Research and Development tax relief or Patent Box.
9. **Legal Proceedings** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
10. **Legal Proceedings** involving misstatement with intent to deceive in any relevant business books, records or returns which was known to **You** or any partner or director of **Yours** at the time such misstatement was made.

    If such intent to deceive is shown **We** shall be entitled to recover any **Legal Expenses** paid in respect of such **Legal Proceedings**.
11. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
12. Any criminal investigation or enquiry into taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs. Any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.

6 Appeals to Statutory Bodies

What is covered

1. Appeal against an improvement, prohibition or suspension notice served on **You** under:
   - A the Health and Safety at Work etc. Act 1974;
   - B the Consumer Protection Act 1987;
   - C the General Product Safety Regulations 2005;
   - D the Food Safety Act 1990;
   - E the General Food Regulations 2004; or
   - F equivalent or amending legislation within the **Territorial Limits**.
2. Appeal against an information, assessment or enforcement notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.
3. Appeal to the relevant statutory body or court concerning a decision by a registration authority to suspend, revoke, alter the terms of or refuses to renew a statutory licence.

What is not covered

1. Any costs involved in the review or rectification of matters identified in, or compliance with, an improvement, prohibition, or suspension notice.
2. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.

1. Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice.
2. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
3. Appeal against a penalty or penalty variation notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.

1. Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice.
2. Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
3. Any costs incurred in the routine application for or renewal of a statutory licence, or in applying for a replacement or amended licence following a suspension, revocation, alteration of the terms of, or refusal to review a statutory licence.
4. The pursuit or defence of **Legal Proceedings** between **You** and a government, public or local authority concerning the imposition of statutory charges.

7 Bodily Injury Recovery

What is covered

1. The pursuit of compensation by **You** following an event happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to **You**.
2. At **Your** request, the pursuit of compensation by any **Partner**, **Director**, or **Employee** of **Yours** following an occurrence happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to any partner, director, or **Employee** of **Yours**.
3. Where an occurrence causing bodily injury to an **Insured Person** in the course of **Your Business** also directly causes bodily injury to a member of that **Insured Person**'s immediate family, the pursuit of compensation by that immediate family member.

What is not covered

1. **Legal Expenses** arising from or relating to any illness or bodily injury which develops gradually or is not caused by a specific and sudden event.
2. Compensation in respect of bodily injury which is covered by a policy of liability insurance which **You** hold or are required to hold by law.

8 Contract Disputes

What is covered

1. The pursuit or defence of **Legal Proceedings** by **You** arising from a **Dispute** with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services.

What is not covered

1. **Legal Expenses** more than £5,000 in relation to any one **Dispute** or series of **Disputes** involving the same customer or supplier.
2. Any **Dispute** in respect of an amount less than £1,000 unless it forms part of a series of **Disputes** involving the same customer or supplier where the total amount in **Dispute** is more than £1,000.
3. Any **Dispute** about either the amount an insurer should pay to settle an insurance claim or the way a claim should be settled, including claims not paid.
4. Any **Dispute** involving recovery or payment of an undisputed debt.
5. Any **Dispute** in connection with the letting, tenancy, construction, extension, alteration, demolition, repair, renovation, or refurbishment of any premises.
6. Any **Dispute** in respect of a licence or franchise agreement.
7. Any **Dispute** relating to computer software or hardware that has been tailored by or on behalf of a supplier or by or on behalf of **You**.
8. Any **Dispute** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.
9. Any **Dispute** relating to actual or alleged defamation or malicious falsehood.
10. Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
11. Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
12. Any **Dispute** relating to damage to any property including loss of use of such property.
13. The defence of **Legal Proceedings** alleging breach of any professional duty.

Claims Conditions

Notification

You must notify **Us** immediately in writing upon becoming aware of any **Legal Proceedings** or **Dispute** which may be covered under this Section of the **Policy**.

We will not make any payment in respect of Legal Proceedings or Disputes which are not notified in accordance with this requirement.

We will forward any notifications to **Arc** who are appointed to manage claims under this Section of the **Policy**.

Special procedure for Employment Dispute claims

If a Form ET1 (Originating Application) is received from an employment tribunal, **You** must notify **Us** of the **Dispute** as set out above if this has not already been done.

In addition, in view of the statutory time limit applicable to response, **You** must immediately forward Form ET1 to **Arc** together with Form ET3 (Notice of Appearance by Respondent), which should be left blank.

We will not make any payment in respect of **Legal Proceedings** or **Disputes** relating to employment where these requirements are not adhered to.

Observance

Where **You** have requested that cover be provided in respect of any other **Insured Person**, **You** are responsible for ensuring that such **Insured Person**:

A is aware of and understands the applicable terms and conditions of this Section of the **Policy**; and

B is aware that their **Legal Expenses** may not be covered if any of these terms and conditions are breached.

Consent

The prior written consent of **Arc** must be obtained before any **Legal Expenses** are incurred. **Legal Expenses** incurred before such consent is given will not be covered.

1. Consent will be given where in **Arc**'s reasonable opinion, having regard to all information made available to **Arc**, all the following criteria are met:

   A there is a 51% or greater chance of successfully pursuing or defending the **Legal Proceedings** for a **Dispute** covered under this **Policy**.

   B The chance of successfully pursuing or defending the **Legal Proceedings** has not been made worse than would otherwise be the case by any deliberate or reckless act or omission of the **Insured Person** which occurred after they first became aware of the **Dispute**.

   C **Legal Expenses** are proportionate to the damages that **You** are claiming in the **Legal Proceedings**. **Legal Expenses** more than the damages that **You** can claim from **Your** opponent will not be covered.

   D The amount of **Legal Expenses** payable is not expected to exceed the monetary loss which the **Insured Person** would be likely to incur in the absence of this **Policy** if the **Legal Proceedings** were not pursued or defended.

Arc will continue to review these criteria throughout the **Legal Proceedings** and may withdraw their consent at any time. **Legal Expenses** incurred after consent has been withdrawn will not be covered.

1. If at any time **Arc**'s consent to begin or continue any **Legal Proceedings** is withheld the **Insured Person** may refer the matter to arbitration as set out under 'Arbitration' below.

   The **Insured Person** may also seek to begin or continue such **Legal Proceedings** at their own expense. If they are successful in these **Legal Proceedings**, the **Legal Expenses** incurred will be repaid by **Us** as if consent had been given subject to all other terms, conditions, and exclusions of this **Policy**.

   In no event will **We** pay **Legal Expenses** which exceed the monetary loss which the **Insured Person** would have been likely to incur in the absence of this insurance if the **Legal Proceedings** had not been pursued or defended.

2. The **Insured Person** must inform **Arc** in writing as soon as an offer to settle **Legal Proceedings** is received or a payment into court is made.

   If **Arc** and the **Representative** recommend that the **Insured Person** should either make or accept an offer to settle the **Legal Proceedings**, the **Insured Person** must not refuse to do so or delay in doing so. If they do **Arc** may not agree to pay further **Legal Expenses**.

   You and the **Insured Person** must not make or accept an offer to settle the **Legal Proceedings** without **Arc**'s prior written consent. Any such settlement must consider **Our** interest in the recovery of fees and disbursements.

3. If the **Insured Person** wishes to appeal against the judgment of a court or other competent authority a written application must be submitted to **Arc** at least ten working days before the final date for lodging the appeal. The application must include the reasons for bringing the appeal.

   The prior written consent of **Arc** must be obtained before any **Legal Expenses** are incurred in respect of such an appeal. Such consent will be given and will continue to be reviewed according to the criteria above and will be subject to all the provisions set out above.

   The **Insured Person** must co-operate in an appeal against the judgment of a court or other competent authority when requested by **Arc**.

Representation

1. **Arc** will, on request, select and appoint in the name of the **Insured Person** an appropriately qualified **Representative** to act for the **Insured Person** in any **Legal Proceedings**.

   Alternatively, the **Insured Person** may select and appoint their own appropriately qualified **Representative** to act for them in **Legal Proceedings**, subject to **Arc**'s prior written consent which will not be unreasonably withheld. Where consent is withheld **You** may refer the matter to arbitration as set out under 'Arbitration' below.

2. Where the **Insured Person** has selected and appointed their own **Representative We** will only pay the **Legal Expenses** which would have been incurred in the same circumstances by a **Representative** of **Arc**'s choice. Any further **Legal Expenses** will be the responsibility of the **Insured Person**.

The costs component of these **Legal Expenses** will not exceed costs which are deemed reasonable and proportionate in accordance with the rules on costs such as those contained within the Civil Procedure Rules of England and Wales and rules on judicial expenses in Scotland. Where such rules prescribe or restrict the level of costs which can be recovered from an opponent, costs shall not exceed this amount. **Arc** may instruct cost experts to agree with the **Representative** which costs are reasonable and proportionate.

We will not pay **Legal Expenses** charged by a **Representative** chosen by the **Insured Person** for familiarising themselves with work already undertaken on the case.

We will not pay **Legal Expenses** incurred under any alternative funding arrangement or insurance, or costs which are only payable where **Legal Proceedings** are successful.

3. Each **Insured Person** must give the **Representative** and **Arc** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. The **Insured Person** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

4. **Arc** is entitled to obtain from the **Representative** any information, document, or advice relating to a claim under this insurance, whether or not legal privilege applies. On request the **Insured Person** will give any instructions necessary to ensure such access.

5. If the **Representative** wishes to instruct counsel or appoint expert witnesses the names of counsel or the expert witnesses must be submitted to **Arc** together with an explanation of the necessity for such action.

   The prior written consent of **Arc**, which will not be unreasonably withheld, must be obtained before instructions are given. Where consent is withheld **You** may refer the matter to arbitration as set under 'Arbitration' below.

Arbitration

If at any time **You** ask for **Arc**'s consent in respect of any matter and this is not given, **You** may refer the matter to arbitration as set out below.

The arbitration shall be conducted by a barrister agreed upon by **You** and **Arc**. Failing agreement, the arbitrator shall be nominated by the Chair of the Bar Council or equivalent officer in the legal jurisdiction in which **Legal Proceedings** are or would be pursued.

The party that loses the arbitration shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall apportion costs. Any costs payable by **You** shall not be recoverable under this **Policy**.

If the arbitrator determines that **Arc** should have given consent, then any **Legal Expenses** incurred by **You** while consent was withheld will be repaid by **Us** as if consent had been given.

Withdrawal

1. **We** may elect to pay **You** a sum not exceeding the realistic estimated value of any claim instead of paying any **Legal Expenses**. Such a decision will be entirely at **Our** discretion and will be in full and final settlement of the claim.

2. Where **We** have provided an indemnity for **Legal Expenses** and the **Insured Person** withdraws from the **Legal Proceedings** without **Our** agreement, **We** shall be entitled to reimbursement for all **Legal Expenses** paid.

Payment and Recovery

1. All bills relating to any **Legal Proceedings** which an **Insured Person** receives from their **Representative** should be forwarded to **Arc** without delay.

   Bills must be certified by the **Insured Person** to the effect that the charges have been properly incurred and that **We** are authorised to settle on the **Insured Person**'s behalf.

   Gross sum bills must be accompanied by a breakdown setting out the work done, and rates applied.

   If requested the **Insured Person** must ask the **Representative** to submit the bill of costs for assessment or audit.

   Paying some **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If the **Insured Person** is in doubt, they should ask **Arc**. The **Insured Person** must not, without the prior written consent of **Arc**, enter into any agreement with the **Representative** as to the payment of **Legal Expenses**.

2. The **Insured Person** through the **Representative** shall repay to **Us** any:

   A award of costs in favour of the **Insured Person**; or

   B costs agreed to be paid to the **Insured Person** as part of any settlement.

   When the total amount of **Legal Expenses** incurred is within the **Limit of Indemnity**, the **Insured Person** and **Us** will share any **Legal Expenses** recovered according to the proportion paid.

   Where the total cost of the legal action exceeds the **Limit of Indemnity**, the **Insured Person** and **Us** shall have priority over any other parties with an interest in any costs' recovery. The **Insured Person** and **Us** shall share such recovery according to the proportion paid, subject to **Our** right of recovery being restricted to the **Limit of Indemnity.**

Minimising Claims or Legal Proceedings

Each **Insured Person** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **Legal Proceedings**.

Where material to the loss, failure to comply with this requirement will result in **Us** not paying the **Insured Person's Legal Expenses** claim.

Intentional Wrongdoing, Fraud and Dishonesty

1. This **Policy** does not cover the **Legal Expenses** of an **Insured Person** in respect of **Legal Proceedings** which arise from their own intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct.

2. If an **Insured Person** admits or is found by a court or other competent authority to have engaged in such intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct then **We** shall be entitled to recover from such **Insured Person** any **Legal Expenses** which it has incurred on their behalf in respect of such **Legal Proceedings**.

Insolvency of Policyholder

If **You** are insolvent when a claim is notified or become insolvent during any **Legal Proceedings** to which **We** have given support, **We** have the right to refuse to admit a claim or immediately to withdraw its support from a claim. **You** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (A) or 372 (1) of the Insolvency Act 1986.

Making a Complaint

Our commitment to customer service

At Intact Insurance **We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

Step 1

If **Your** complaint relates to **Your Policy** then please contact the sales and service team in the office which issued the **Policy** or **Your** Broker. If **Your** complaint relates to a claim then please call the claims helpline number shown in **Your Policy** booklet.

We aim to resolve **Your** concerns by close of the next business day. Experience tells **Us** that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that **Your** concerns have not been resolved within this time, **Your** complaint will be referred to **Our** Customer Relations Team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows:

Post: **Intact Insurance**
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: **customerrelations@intactinsurance.co.uk**

Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint, **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

If You are still not happy

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk.

You have six months from the date of **Our** final response to refer **Your** complaints to the Financial Ombudsman Service. This does not affect **Your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank You for Your feedback

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

Your Personal Information

Data privacy is important to **Us** and **We** are committed to ensuring that personal data is protected. **Our** Privacy notice details how **We** collect, use, share, and protect personal data. This can be found by going to **Our** website www.intactinsurance.co.uk/privacy-notice/. If **You** have any questions or comments about this or would like a printed copy of the full notice (a large text version is available), please contact:

The Data Protection Officer
Intact Insurance
P O Box 255
Wymondham
NR18 8DP

You may also email **Us** at privacy@intactinsurance.co.uk.

We obtain **Your** personal data and that of any joint policyholders or other parties who may be covered by **Your Policy** from **You** or those individuals themselves, **Your** insurance broker if **You** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage **Your** application, quotation and/or **Policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing, and develop new products and services;
- carry out risk and pricing modelling; and
- meet **Our** legal and regulatory requirements.

We will always keep personal data confidential. However it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **We** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist **Us** in the administration of **Your** application, quotation and/or **Policy** or help **Us** to process any claims; and
- government agencies, regulators, auditors, reinsurers and fraud prevention agencies where required to fulfil **Our** legal, commercial and regulatory obligations.

We will retain **Your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **We** have a business relationship with **You**. Once this relationship has ended (for example, **Your Policy** has expired, **Your** application is declined or **You** do not proceed with a quotation) **We** will only retain such personal data for as long as is necessary to satisfy **Our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection law also gives **You** various rights over **Your** personal data. More details of these rights can be found in **Our** Privacy notice.

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S01310C October 2025