

Commercial Combined

Policy Wording

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.

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About this Policy

This Policy:

- is made up of this policy wording and the accompanying **Schedule** should be read as one document;
- is a legal contract between you, the **Policyholder** and us, the **Company**;
- sets out the details of what the **Policyholder** is covered for, and any exclusions or limitations that apply;
- explains the rights and obligations under the contract of both the **Policyholder** and the **Company**.

The **Company** will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusions of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which the **Policyholder** shall pay, and the **Company** shall agree to accept the **Premium**.

Please take the time to read all parts of the **Policy** carefully, and to familiarise yourself with the content.

Throughout this Policy:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either the **Policyholder's** ordinary residence or location of the risk insured. This is provided that such jurisdiction is within the territorial scope of the **Policy**;
- references to any Act or law including any rule, order, regulation or other similar instrument made under it shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- headings in this **Policy** are for ease of reference only and do not affect the meaning of what follows;
- words that have specific meaning are both Capitalised and in **bold** font and are accompanied by a General or Section specific definition;
- no provision will be construed as a condition precedent unless it is expressly and individually stated to be a condition precedent.

The Policy Schedule:

- tailors the **Policy** to the **Policyholder's** specific cover including any limits or sub-limits that apply;
- may contain **Policy** endorsements that alter the cover in the **Policy** wording to meet the requirements of either the **Policyholder** or the **Company**.

Please Read these Documents Carefully

The **Policyholder** should contact their broker if there are any parts of this **Policy** of which they are uncertain or believe to be incorrect.

Contacting us

There are contact details included in this **Policy** for reporting claims, accessing personal **Data** or making a complaint. However, for more general queries the **Policyholder** can write to the **Company** at:

Intact Insurance Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk

Navigating this Policy

There will be information that the **Policyholder** needs to locate quickly. Key Section headings are highlighted below.

For an understanding of the full extent of the terms and conditions, the **Policyholder** should familiarise themselves with all parts of this Policy.

Operation of the Policy

Details of how the **Company** apply limits and excesses, and other information about how the **Policy** is administered.

What is Covered

Cover under this **Policy** is broken down into different policy Sections. Each of these may have Section level definitions, exclusions, and conditions which operate specifically to the cover being provided under that Section.

General Exclusions and General Conditions

These apply across the whole **Policy** in addition to Section level exclusions and conditions.

Making a Claim

Details how the **Policyholder** can report a claim and any obligations upon them at the point of claim and throughout the claims process.

The Duty of Fair Presentation

The **Company** has issued this **Policy** based upon the **Policyholder** making a fair presentation of the risk, as explained within the provisions of the Insurance Act 2015. This Section explains the obligations of the **Policyholder** and how their failure to make a fair presentation of the risk may impact a claim and/or the **Policy**.

Payment of Premium

Provides a summary of the **Policyholder's** responsibility to pay the **Premium**, including any adjusted amounts following changes to the **Policy**.

Cancellation

Details of how both the **Policyholder** and the **Company** may cancel this **Policy** and any **Premium** that may be due back to the **Policyholder** in the event of cancellation.

Personal Information

Any personal information provided by the **Policyholder**, will be managed by the **Company** in accordance with its Privacy Notice. This page provides the detail and a link to Intact Insurance's full privacy statement.

Making a Complaint

The **Company** always aim to ensure good customer outcomes. However, there may be times where the **Policyholder** feels that the **Company** have not delivered the service that they were expecting. This page explains the options available to the **Policyholder** in such circumstances.

Customer Care Services & Helplines

Claims Helpline

The **Company** recognises that losses mean disruption to the **Policyholder's** business and that the ultimate test of any insurance policy is providing a fast, effective claims service. The **Company** also realise that running a business means that it might not be convenient for the **Policyholder** to report a claim to the **Company** during normal office hours. That's why the **Policyholder** can now notify the **Company** of any claim when it suits the **Policyholder** – any time of the day or night.

Emergency Repairs

Should emergency repairs be needed to the **Policyholder's** property, the **Company** will put the **Policyholder** in touch with a tradesperson from the **Company's** carefully selected panel. The **Policyholder** will have to pay the cost of any work done, but where the **Damage** is caused by an insured **Event**, the **Policyholder** can of course submit the cost as part of the **Policyholder's** claim. Whatever the nature of the emergency, the **Policyholder** just needs to make a single phone call.

There may be times where an emergency tradesperson is not immediately available to assist and in that situation the **Company** will provide appropriate advice depending on the **Policyholder's** circumstances.

The **Company** are not responsible for any delay in supplying spare or replacement parts.

Catastrophe Claims

If the **Policyholder** is faced with a major catastrophe, such as a serious fire or flood, the **Company** recognises that the **Policyholder** will need expert assistance immediately. The **Company** will send a representative to help the **Policyholder** in a major crisis, 24 hours a day, 365 days a year.

24-hour Claims Helpline

0345 300 4006

Please quote your Policy Number which can be found on your Schedule

Legal Expenses

In respect of a claim for Legal Expenses Insurance please call the 24-hour Helpline 01455 251500 quoting code 70108. The **Policyholder** will not be able to make a claim for Legal Expenses Insurance if the Section is shown as Not Insured in the **Policyholder's** Schedule.

Please note that in respect of Covered Legal Proceedings - 1 Employment Disputes the **Policyholder** is required to have sought and followed advice from our Legal assistance advice line 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 the Legal Expenses Insurance section of this **Policy** for more information.

Advice Lines

Where should the **Policyholder** turn for answers to questions that affect their business? The **Company's** advice lines will put the **Policyholder** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal Assistance;
- Health and Safety Issues;
- Tax Advice;
- Stress Counselling.

Please call the 24-hour Helpline 01455 251500 quoting code 70108.

Making a Claim - Notification

Conditions that apply to this **Policy** in the event of a claim are set out in the Making a Claim - Claims Conditions pages of this **Policy**. It is important that the **Policyholder** complies with all policy conditions and the **Policyholder** should familiarise themselves with their requirements.

Directions for claim notification are included in the Making a Claim - Claims 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 Claims Conditions require the **Policyholder** to provide the **Company** with any reasonable assistance and evidence that the **Company** may require concerning the cause and value of any claim. Ideally, as part of the **Policyholder's** initial claim notification, the **Policyholder** should provide:

- **Policyholder's** name, address, and their email and contact numbers;
- personal details necessary to confirm the **Policyholder's** 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 the **Company** to make an initial evaluation on policy liability and claim value. The **Company** 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 the **Policyholder** is claiming for is beyond repair.

Sometimes the **Company** or someone acting on the **Company's** behalf, may wish to meet with the **Policyholder** to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Preferred Suppliers

The **Company** take pride in the claims service they offer to their customers. The **Company's** philosophy is to repair or replace lost or damaged property, where the **Company** considers it appropriate, and the **Company** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

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

Please note that if Legal Expenses Insurance is insured under this **Policy** refer to the Legal Expenses Insurance Section for directions for claim notification.

Making a Claim

To make a claim, first read the **Policy** and **Schedule** and check that it is covered. Then follow the instructions provided under Claims Condition 1 – Action by the **Policyholder**.



The **Policyholder** can tell the **Company** about their claim by visiting the **Company's** website. The **Policyholder** can do this at any time by scanning the QR code or by visiting intactinsurance.co.uk/claims

Alternatively, the **Policyholder** can contact their broker for a claim form.

If the **Policyholder** is dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Making a Complaint.

Making a Claim - Claims Conditions

The following Claims Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Applicable to the whole Policy unless otherwise stated:

1 Action by the Policyholder

On the discovery of any circumstance or **Event** which may give rise to a claim under this **Policy** the **Policyholder** shall:

- A) notify the **Company** as soon as reasonably possible;
- B) notify the **Company** within 14 days in the case of loss, destruction or **Damage**, caused by Riot;
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss;
- D) within 30 days after the circumstances or **Event** or of the expiry of the Indemnity Period or such further time as the **Company** may allow, and at the **Policyholder's** own expense, deliver to the **Company**:
 - i) full information in writing of the claim;
 - ii) details of any other insurance relating to the claim;
 - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the **Policyholder's** professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details;
 - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
 - i) every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the **Company** immediately upon receipt;
 - ii) the **Policyholder** shall tell the **Company** immediately of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this **Policy**;
 - iii) no admission offer promise payment or indemnity shall be made or given by, or on behalf of, the **Policyholder**, without the written consent of the **Company** which shall be entitled to take over the absolute control of and conduct in the name of the **Policyholder**; the negotiation, proceedings defence or settlement of any claim or to prosecute any claim in the name of the **Policyholder** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- F) in respect of Money Insurance - Section 2 Personal Injury (Robbery) and Personal Accident Insurance:
 - i) provide all medical certificates, reports, information and evidence required by the **Company** to substantiate that claim. Refer to the Evidence Required Condition under each Section for full details.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the **Company** is liable under this **Policy** has increased, then no payment shall be made by the **Company** in respect of the amount of such increase.

2 Arbitration

A) Not applicable to Liabilities Insurance, Personal Injury (Robbery), Legal Defence Costs or Legal Expenses Insurance

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this Condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the **Company**.

B) Applicable to Liability Insurance - Section 3 Legal Defence Costs only

Any dispute between the **Policyholder** and the **Company** in respect of Liability Insurance Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the 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 the **Company's** favour the **Policyholder's** costs shall not be recoverable under this **Policy**.

C) Applicable to Legal Expenses Insurance

Please refer to the Legal Expenses Insurance Section.

3 Rights of the Company

Applicable only to Liability Insurance

The **Company** shall be entitled to take over the absolute control of and conduct in the name of the **Policyholder** the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the **Policyholder** for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

4 Rights of Recovery

Any claimant under this **Policy** shall, at the request and expense of the **Company**, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Policyholder** before or after any payment is made by the **Company**.

The **Company** shall not enforce any rights against any company being parent of or subsidiary to the **Policyholder** or any company which is a subsidiary of a parent company of which the **Policyholder** is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

5 Observance

Failure to comply with any of the terms and conditions of this **Policy** where they are material or relevant to any loss will entitle the **Company** to reduce or avoid the **Policyholder's** claim.

The Duty of Fair Presentation

The Policyholders' obligation to disclose material circumstances at the start of any Period of Insurance

The **Policyholder** has a legal duty to provide the **Company** with a fair presentation of the subject matter of this insurance. This means that the **Policyholder** should ensure that the **Company** has access to all material information when deciding whether to insure the risk, calculate the **Premium** or set the terms and conditions of the **Policy**.

The Policyholders' obligation to disclose material changes that alter the risk during the Period of Insurance

If during the **Period of Insurance**, there is a change in the circumstances of the **Policyholders' Business** which might:

- 1 materially alter the risks against which the **Policyholder** has insured; or
- 2 increase the likelihood of a claim under this **Policy**,

the **Policyholder** should make a fair presentation of this to the **Company**.

What is meant by 'Material Information'?

'Material information' means any information relating to the circumstances of the **Policyholders' Business** which would affect this decision-making. For example, by affecting the nature of the risks against which the **Policyholder** wishes to insure or increasing the likelihood of a claim.

If the **Policyholder** is in doubt as to whether information is material, they should disclose it to the **Company**.

Breach of Duty and Remedies

If at any time the **Policyholder** fails to make a fair presentation of the risk insured, the **Company** 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.

Underinsurance

The **Policyholder** must take care to ensure that the value which the **Policyholder** declares for all **Property** insured is adequate.

The value the **Policyholder** declares determines the amount the **Policyholder** will receive in the event of a claim and forms part of the premium calculation.

Being underinsured can lead to a shortfall in the claim amount payable by the **Company**, where the **Policyholder** will need to fund the difference.

If at the time of **Damage** the **Declared Value** or **Sum Insured** is less than 85% of the **Insurable Amount**, the **Policyholder** will be responsible for the difference.

The **Company** will reduce the **Policyholder's** claim proportionately to the difference between the **Premium** that the **Company** have charged based on the values the **Policyholder** declared and the premium that the **Company** would have charged had the value declared been accurate. This remedy is in accordance with the **Company** rights under the Insurance Act 2015.

Please refer to the **Insurable Amount** definitions in each Section to understand what the **Policyholder** will need to consider when determining the correct value.

Fair Presentation of a Claim

If at any time during the process of making a claim the **Policyholder**:

- 1 deliberately or recklessly conceals from the **Company** any information which they know or ought to know might be material to the **Company's** consideration of any claim;
- 2 provides the **Company** with information, which the **Policyholder** knows to be false in respect of the cause of the loss or the losses for which the **Policyholder** is claiming;
- 3 use fraudulent means or devices, including suppressing a known defence to the **Company's** liability,

then the **Company** shall have the option to refuse to pay the whole or any part of that claim.

In the circumstances shown in 2 above, the **Company** shall have the option to:

- A) terminate the cover provided by all sections of this **Policy** with effect from the date that such information was provided;
- B) recover any sums paid to the **Policyholder** in respect of losses occurring on or after the date that such information was provided; and
- C) retain any and all premiums paid by the **Policyholder**.

Payment of Premium

The Agreement

The **Company** shall provide cover in accordance with the terms and conditions of this **Policy** for which the **Policyholder** will pay the premium to the **Company**.

Premium Adjustments for Alteration of Risk

An alteration to the **Policy** may reduce or increase the level of risk. As such the **Policyholder's** premium may be affected. This means that:

- 1 the **Policyholder** shall be required to pay the **Company** any appropriate additional premium due where the risk is increased;
- 2 the **Company** shall return any premium due back to the **Policyholder** where the risk is reduced.

Where the **Policyholder** pays by instalments or under a linked loan agreement to payment schedule, their remaining instalments will be adjusted to reflect any additional or return premium due.

Instalments Defaults

If the **Policyholder** fails to pay instalment payments due under any linked loan agreement or payment schedule, the **Company** may cancel the **Policy** and cover will end.

If the **Policyholder** is having trouble paying the premium, they should contact their broker to discuss their options.

Cancellation

1 The Company's Right to Cancel this Policy

In addition to any cancellation remedies available to the **Company** under 'The Duty of Fair Presentation' the **Company**:

- A) may cancel this **Policy** by giving 30 days' written notice to either the **Policyholder's** broker or the **Policyholder's** last known address. The **Company** will refund any premium due of the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid, unless a claim has been made in the current **Period of Insurance**;
- B) will cancel this **Policy** with immediate effect and without notice if the **Policyholder**:
 - i) cancels any credit agreement relating to this **Policy** and then fails to pay the **Company** immediately the full amount of the premium; or
 - ii) fails to take the action specified in any default notice issued by the **Company** before the date shown in it or fails to pay the first or any other subsequent instalments of premium.

The time periods above commence from midnight on the day notice of cancellation is issued.

2 The Policyholder's Right to Cancel this Policy

This **Policy** may be cancelled by the **Policyholder** within 14 days of receipt of this **Policy** (this is known as the "cooling off" period).

If the **Policyholder** elects to cancel within this period they must return all policy documentation to their broker, who must return such documentation to the **Company** and the **Company** will refund the full amount of premium paid by the **Policyholder**. If a claim has been made or an incident notified to the **Company** that could give rise to a claim during the "cooling off" period, this **Policy** will be treated by the **Company** as in force and no refund of premium will be made.

If the **Policyholder** elects to cancel this **Policy** after the "cooling off" period has expired, they must give 14 days' notice in writing to their broker. The **Company** will pay the **Policyholder** a pro-rata refund of the annual premium provided that:

- A) the **Policyholder** has not made any claims; and
- B) there are no notifiable incidents or claims, in the current **Period of Insurance**.

Operation of this Policy

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**.

This does not affect any right or remedy of a third party which exists or is available outside of the Act.

Law Applicable to this Policy

Unless the parties agree otherwise in writing, the law which applies to this **Policy** is the law which applies to the part of the United Kingdom, Channel Islands, or Isle of Man in which the **Policyholder** is based.

Any legal proceedings in connection with this **Policy** will only take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which the **Policyholder** is based.

Other Insurance

The **Company** shall not provide cover or be liable to provide any indemnity or payment that is covered by any other **policy** (or would but for the existence of this **Policy** be covered under any other policy) except for the difference between the amounts payable under such other policy and the amounts payable under this **Policy**.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, whether in whole or in part or from contributing rateably, then the **Company's** liability will be limited to any excess beyond the amount which would have been payable under such other insurance had this **Policy** not been effected.

Sanctions

The **Company** 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**, the **Company** or the **Policyholder** 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, the **Company** 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 the **Company** has approved the provision of insurance for the activity concerned.

Property Damage Insurance and Business Interruption Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE.

If any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** by any of the **Covers** insured, the **Company** will in accordance with the provisions of the **Policy** pay to the **Policyholder**:

- 1 in respect of Property Damage Insurance, the amount of loss or at the **Company's** option reinstate, repair or replace such **Property**;
- 2 in respect of Business Interruption Insurance, the amount of loss resulting from the interruption or interference with the **Policyholder's Business** at the **Premises** caused by the **Damage**,

provided that:

- A) the **Company's** 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**;
- B) in respect of Business Interruption Insurance, payment has been made or liability admitted for the **Damage** under a **Policy** covering the **Interest** of the **Policyholder** in the **Property**, or payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such excluding liability for losses below a specified amount.

Property Damage and Business Interruption Covers

The following are the **Covers** insured unless stated as **Covers Not Insured** in the **Schedule**.

Covers

- 1 A) **Fire** (including smoke) excluding **Damage**:
 - i) by explosion resulting from fire;
 - ii) to **Property** caused by its undergoing any process involving the application of heat.
- B) **Explosion** excluding **Damage** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to or under the control of the **Policyholder** in which internal pressure is due to steam only, but this shall not exclude:
 - i) in respect of Property Damage Insurance, **Damage** caused by explosion of:
 - a) any boiler;
 - b) gas,

used for domestic purposes only,

- ii) in respect of Business Interruption Insurance, **Damage** caused by explosion of:
 - a) any boiler used for domestic purposes only; or
 - b) any other boiler or economiser on the **Premises**; or
 - c) gas used for domestic purposes only.

C) **Lightning**.

D) **Aircraft** or other aerial devices or articles dropped therefrom.

2 **Earthquake** excluding **Damage** caused by fire.

3 **Riot and malicious persons**, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding **Damage**:

- A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority;
- B) arising from cessation of work;
- C) i) in the course of theft or attempted theft;
- ii) in respect of any **Building** which is empty or not in use;

directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

4 **Storm or flood** excluding **Damage**:

- A) attributable solely to change in the water table level;
- B) caused by frost, subsidence, ground heave or landslide;
- C) to fences, gates and moveable **Property** in the open.

5 **Escape of water**, leakage of beverages or oil from any tank, apparatus, pipe or appliance excluding **Damage**:

- A) by water discharged or leaking from an automatic sprinkler installation;

- B) in respect of any **Building** which is empty or not in use;
 - C) the cost of replacing the oil.
- 6 **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; or
 - D) collapse or breakage of television or radio receiving aerials or satellite dishes.
- 7 **Sprinkler Leakage**
- The accidental escape of water from any automatic sprinkler installation excluding **Damage**:
- A) by freezing in any **Building** which is empty or not in use;
 - B) by heat caused by fire.
- 8 **Theft or attempted theft excluding Damage:**
- A) which does not involve,
 - i) entry to or exit from that part of the **Building** occupied by the **Policyholder** for the purpose of the **Business** by forcible and violent means; or
 - ii) actual or threatened assault or violence,
 - B) to any part of the **Building** not occupied by the **Policyholder** for the purpose of the **Business**;
 - C) to **Property** in the open;
 - D) jewellery, precious stones, precious metals, bullion or furs;
 - E) to **Property** in transit;
 - F) to **Money** and securities of any description.
- 9 **Subsidence, ground heave or landslip excluding Damage:**
- A) arising from the settlement or movement of made-up ground or by coastal or river erosion;
 - B) occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**;
 - C) arising from normal settlement or bedding down of new structures;
 - D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a **Building** insured under this **Policy** is also affected;
 - E) commencing prior to the granting of cover under this **Policy**.
- 10 **Any other accident excluding Damage:**
- A) by any of:
 - i) the **Covers**;
 - ii) the causes expressly excluded from the **Covers**, specified in **Covers** 1–9 (whether or not insured).
 - B) to any **Property** caused by:
 - i) its own faulty or defective design or materials;
 - ii) inherent vice, latent defect, gradual deterioration, wear and tear;
 - iii) faulty or defective workmanship, operational error or omission on the part of the **Policyholder** or any of their employees, but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded.
 - C) caused by:
 - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
 - ii) change in temperature, colour, flavour, texture or finish;
 - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any connected range of steam and feed piping;
 - iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
 - v) caused by or consisting of the freezing, solidification or inadvertent escape of molten metal, but this shall not exclude:
 - i) such **Damage** which itself results from other **Damage** and is not otherwise excluded;
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded.
 - D) caused by:
 - i) acts of fraud or dishonesty;
 - ii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - iii) in respect of Business Interruption Insurance, erasure or distortion of information on **Computer Systems** or other records:
 - a) whilst mounted in or on any machine or **Data**, processing apparatus; or
 - b) due to the presence of magnetic flux; unless caused by **Damage** to the machine or apparatus in which the records are mounted;
 - E) to:
 - i) a **Building** caused by its own collapse or cracking;

- ii) moveable **Property** in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust;
- iii) **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- iv) **Property** in transit;
- v) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft;
- vi) land, piers, jetties, bridges, culverts and excavations;
- vii) livestock, growing crops and trees;
- viii) **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;
- ix) overhead transmission lines.

11 Glass

Damage resulting from accidental breakage of **Glass** if **Buildings** not insured by the **Policyholder**.

12 Specified Items: 'All Risks'

- A) **Damage** by any cause excluding **Damage** caused by:
 - i) wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause;
 - ii) alterations, maintenance, repairs or any process of cleaning or restoring;
 - iii) delay, confiscation or detention by order of any government or public authority;
 - iv) counterfeit, substitute or foreign coins;
 - v) mechanical or electrical breakdown or derangement.
- B) **Damage** excluding:
 - i) breakage of electrical valves, bulbs or tubes unless forming part of the **Property** and fixed therein and happening as the result of **Damage** to such **Property**;
 - ii) the contents of machines unless such contents are shown in the **Schedule**;
 - iii) depreciation, contamination or any other loss that arises directly or indirectly other than **Damage** to the **Property** insured itself;
 - iv) **Damage** consequent upon any person obtaining any **Property** by deception.

Property Damage - The Insurance Provided

In respect of Buildings and General Contents

(other than motor vehicles or directors', partners' and employees' personal effects).

The **Company** will pay:

- A 1) the cost of reinstatement being where the **Property** is:
 - i) destroyed the cost of rebuilding or in the case of **General Contents** the cost of its replacement by similar **Property** (including the cost of re-erection, fitting and fixing);
 - ii) **Damaged** the cost of repairing or restoring the **Damaged** portions, to a condition substantially the same as but not better or more extensive than its condition when new; or
- A 2) the Alternative Basis of Settlement being the value of the **Property** at the time of its destruction.

The Alternative Basis of Settlement will apply:

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

plus in respect of A 1) or A 2) the cost of:

- B complying with Public Authorities' requirements, being such additional cost of reinstatement of the **Property** as may be incurred with the **Company's** consent in complying with European Union legislation or building regulations or local authority or other statutory requirements first imposed upon the **Policyholder** following the **Damage** provided that the reinstatement is completed within 12 months of the occurrence of the **Damage** or within such further time as the **Company** may in writing allow and may be carried out upon another site (should the stipulations require).

The **Company** shall not be liable for requirements relating to: 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 legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, subject to a **Limit of Liability** of 15% of the total amount the **Company** would have been liable for had the Building been totally destroyed. Provided that the **Company** will not be liable for such additional cost in respect of other **Buildings Contents** which have not sustained **Damage**;

C removing debris being the cost incurred with the **Company's** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses:

- i) incurred in removing debris except from the site of such **Property Damaged** and the area immediately adjacent to such site;
- ii) arising from pollution or contamination of **Property** not insured by this **Policy**.

D professional fees being those necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

E removal of vermin being the reasonable costs incurred by the **Policyholder** where they are required by a local authority or similar body to have vermin removed from any **Buildings** insured by this **Policy**.

F designation of property where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the **Policyholder's** books.

Underinsurance in respect of Buildings and Contents

If at the time of the **Damage** the **Declared Value** by the relative item on **Buildings** or **General Contents**, or the Sum Insured by the relative item on other **Property** or interests, is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

In respect of A 1)

Declared Value shall mean the base value shown in brackets below the Sum Insured excluding any provision for inflation.

Insurable Amount shall be **Day One Reinstatement Value**.

Day One reinstatement shall mean the total of the insured costs A 1), B, C and D in reinstating the **Property** insured to a condition substantially the

same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

In respect of A 2)

Declared Value shall be 115% of the base value or if no base value is shown it shall be deemed to be the Sum Insured.

Insurable Amount shall mean the total of the value at the time of the **Damage** of the **Property Insured** by the item and the additional costs B, C and D.

In respect of documents, manuscripts and business books the Company will pay:

- 1 the value of the materials as stationery;
- 2 the clerical labour expended in reproducing or writing up such documents;
- 3 the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded,

but excluding the value to the **Policyholder** of the information and subject to the **Company's** liability not exceeding the limit stated in the definition of **General Contents**.

In respect of Data Processing Media the Company 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 the **Policyholder** 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 £50,000 any respect of one **Event**.

In respect of stock and other insured Property not specifically provided for the Company will pay:

The value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of removing debris as defined in cost C.

The undernoted provisions apply:

1 Contract Price

In respect only of goods sold but not delivered, for which the **Policyholder** is responsible and with

regard to which under the conditions of the sale, the sale contract is cancelled by reason of any **Damage** insured under this **Policy** either wholly or to the extent of the **Damage** the **Company's** liability shall be based on the contract price.

2 Underinsurance in respect of Stock

If at the time of **Damage** the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the Contract Price of or the value at the time of **Damage** to all other **Property**.

In respect of Rent of Buildings which suffer **Damage** the **Company** will pay:

- 1 if the loss relates to rent receivable by the **Policyholder**:
 - A) the amount by which the rent receivable by the **Policyholder** during the period stated in the **Schedule** shall in consequence of the **Damage** fall short of the rent which would have been received during the period had the **Damage** not occurred;
 - B) the additional expenditure necessarily and reasonably incurred, for the sole purpose of avoiding or diminishing the shortfall in rent, which but for that expenditure would have taken place during the period stated in the **Schedule** in consequence of the **Damage** but not exceeding the total of:
 - the amount of the loss of rent thereby avoided,
 plus
 - 5% of the Sum Insured by the item (but not more than £250,000),

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the **Damage**.

In arriving at the amount of rent receivable such adjustments shall be made, if necessary, to provide for any trends, variations or other relevant circumstances occurring either before or after the **Damage**; so that the figures thus adjusted shall represent as nearly as reasonably practicable the rent which but for the **Damage** would have been obtained during the relative period after the **Damage**.

If following **Damage** the amount of rent receivable is maintained by the provision of alternative accommodation by the **Policyholder** such rent shall be taken into account in calculating the amount payable.

- 2 if the loss relates to rent payable by the **Policyholder**: the amount of rent which continues to be payable by the **Policyholder** in respect of the **Building** or

portions of the **Building** whilst unfit for occupation in consequence of the **Damage** for a period not exceeding the number of months stated in the item description in the **Schedule**.

Underinsurance in respect of Rent

If at the time of **Damage** the Sum Insured is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the annual rent receivable (or in the case of 2 above, the annual rent payable) at the commencement of the **Period of Insurance**, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months.

Conditions

1 Statutory Regulation

Any pressure vessel or other machinery or apparatus belonging to or under the control of the **Policyholder** which requires inspection or test under any statute or order or regulation shall be so inspected or tested and the **Policyholder** shall implement any actions thereby required.

Business Interruption Insurance - The Insurance Provided

Item on Gross Profit

(unless shown as Not Insured in the **Schedule**)

Subject to the special provisions below the **Company** will pay as indemnity:

- 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** in consequence of the **Damage**.
- 2 In respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of:
 - A) the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided; plus
 - B) 5% of the Sum Insured by the item (but not more than £250,000).

Item on Gross Revenue

(unless shown as Not Insured in the **Schedule**)

Subject to the special provisions below the **Company** will pay as indemnity:

- 1 In respect of **Loss of Gross Revenue**
the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Damage**.
- 2 In respect of **Increase in Cost of Working**
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of:
 - the amount of the reduction in **Gross Revenue** thereby avoided; plus
 - 5% of the Sum Insured by the item (but not more than £250,000).

Special Provisions

- 1 **Alternative Trading**
If during the **Indemnity Period** goods are sold or services rendered other than at the **Premises**, for the benefit of the **Business**, either by the **Policyholder** or by others on the **Policyholder's** behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the:
 - A) **Turnover** (for **Item on Gross Profit**); or
 - B) **Gross Revenue**,
 during the **Indemnity Period**.
- 2 **Salvage Sales**
If, following **Damage** giving rise to a claim under this **Policy**, the **Policyholder** holds a salvage sale during the **Indemnity Period**, clause 1 of the insurance provided in respect of any Business Interruption item shall read as follows:
 - A) 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** (less the **Turnover** for the period of the salvage sale) falls short of the **Standard Turnover** in consequence of the **Damage** from which the amount shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.
- 3 **Savings**
If any of the charges or expenses of the **Business** payable out of **Gross Profit** or **Gross Revenue** cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.
- 4 **Professional Accountants' Charges**
The **Company** will pay the reasonable charges payable by the **Policyholder** to their professional accountants for producing information required by the **Company** under the terms of Claims Condition 1 - Action by the **Policyholder** and for reporting that such information is in accordance with the **Policyholder's** accounts.
- 5 **Accumulated Stocks**
In adjusting any loss account shall be taken and an equitable allowance made if any shortage in **Turnover** resulting from the **Damage** is postponed due to the **Turnover** being temporarily maintained from accumulated stocks of finished goods.
- 6 **Payments on Account**
Payments on account may be made during the **Indemnity Period** at the **Company's** discretion if requested by the **Policyholder**.
- 7 **Renewal Clause**
It is a requirement of the insurance that prior to each renewal the **Policyholder** shall provide the **Company** with the **Estimated Gross Profit** or **Estimated Gross Revenue** for the financial year most nearly concurrent with the ensuing **Period of Insurance**.
- 8 **Maximum Liability**
The liability of the **Company** under this Section in total for all claims or series of claims, arising out of any one original cause, shall in no case exceed:
 - A) 133.33% of the **Estimated Gross Profit** or **Estimated Gross Revenue**; and
 - B) the Sum Insured for **Increase in Cost of Working, Additional Increased Cost of Working, Outstanding Debit Balances** and any other item insured (as applicable), unless otherwise stated.

Outstanding Debit Balances

COVER ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE

The Insurance Provided

If any of the **Policyholder's Business** records at the **Premises** suffer **Damage** by any of the **Covers** insured preventing the **Policyholder** from tracing or establishing customer's debit balances in whole or part due to them the **Company** will pay to the **Policyholder** the amount of loss resulting from such **Damage** in accordance with the provisions of the insurance provided that the **Company's** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured by the item stated in the **Schedule**.

For the purpose of the insurance provided by this clause **Damage** shall mean loss destruction or **Damage**.

Provided the following Additional Exclusions apply:

- A) theft from any unattended vehicle;
 - B) in respect of any other accident,
- by
- i) erasure or distortion of information on **Computer Systems** or other records due to:
 - a) the presence of a magnetic flux;
 - b) the failure breakdown or malfunction of equipment;
 - c) error in the operating of equipment;
 - d) defects in such records;
 - ii) any fraudulent or other criminal act for the purpose of obtaining money from the **Policyholder** or alteration manipulation or falsification of records for the purpose of concealing such an act;
 - iii) any bookkeeping accounting or other errors or omissions;
 - iv) disappearance misfiling or misplacing of information or any loss only revealed by periodic check or audit.

Subject to the provisions below the **Company** will pay as indemnity:

- A) the difference between:
 - i) the Outstanding Debit Balances; and
 - ii) the total of the amounts received or traced in connection with such balances;
- B) the additional expenditure incurred with the consent of the **Company** in tracing and establishing customers' debit balances after the **Damage**.

The following are the provisions referred to above:

1) Professional Accountants' Charges

The **Company** will pay the reasonable charges payable by the **Policyholder** to their professional accountants for producing information required by the **Company** under the terms of Claims Condition 1 - Action by the **Policyholder** and for reporting that such information is in accordance with the **Policyholder's** accounts.

2) Underinsurance

If at the time of the **Damage** the sum insured is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

Definition

Outstanding Debit Balances

The total recorded under the provisions of Debit Recording adjusted for:

- A) bad debts;
- B) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**; and
- C) 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.

Extension

This insurance extends to include loss as insured by the **Policy** in consequence of **Damage** by any **Cover** insured to any of the **Policyholder's** records whilst:

- A) temporarily at **Premises** occupied by persons acting on the **Policyholder's** behalf;
- B) in transit,

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

Extensions

This Section extends to include **Damage** and the amount of loss resulting from interruption or interference to the **Policyholder's Business** caused by the **Damage** in respect of the following additional **Property, Premises** and costs.

The **Company's** liability in respect of each and every Extension shall not exceed the corresponding limit shown in the **Schedule** or as stated below.

1 Additional Metered Utility Charges

Any additional metered utility charges that are incurred by the **Policyholder**, solely as a result of **Damage** insured by this **Policy**, except for those in respect of any loss which has not been discovered and remedial action has been taken within 30 days of the **Damage** occurring.

The amount payable by the **Company** shall be determined by comparing charges made by the suppliers on the **Policyholder's** account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting the **Policyholder's** liability for metered charges during such period). The **Limit of Liability** being £25,000.

2 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 which result therefrom by any of the **Covers** the sum insured in respect of the Property Damage and Business Interruption **Covers** 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 the **Policyholder** or the **Company** to the contrary following the occurrence of any **Damage**, the **Company's** liability shall not be reduced by the amount of any loss.

Provided that:

- A) the **Policyholder** shall pay the appropriate additional **Premium** for such automatic reinstatement of cover if required by the **Company**;
- B) the **Company** will not be liable in respect of any one **Event** for more than the **Policy** limit sum insured or other **Limit of Liability** applicable to the Property Damage and Business Interruption Insurance cover;

C) any **Limit of Liability** described as applying in the aggregate during the **Period of Insurance** shall not be reinstated;

D) the **Policyholder** shall take immediate steps to effect the additions to or variations in the protections of the **Property Insured** as the **Company** may require.

3 Branded Goods

In the event of **Damage** to branded or labelled goods or merchandise, any salvage will not be disposed of by sale, without the consent of the **Policyholder**. If such salvage is not disposed of by sale then the **Damage** shall be assessed at the value agreed between the **Policyholder** and the **Company** and be taken into consideration in the settlement of the claim.

4 Buildings and General Contents – Alterations and Additions

If, during the **Period of Insurance**, alterations or additions are made to any **Buildings** insured or **Buildings** or **General Contents** are acquired or constructed, at any **Premises**, covered by this insurance, or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and such additional **Property** is not otherwise insured, it will be held covered under the relative items of this **Policy**, from the time the **Policyholder** became responsible for it until the next renewal of the **Policy**, when specific insurance shall 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 no more than 10% and subject to the **Company's** liability not exceeding £1,000,000 in respect of additional **Property** at any one **Premises**.

5 Claims Preparation Costs

The exceptional costs, not otherwise covered, necessarily and reasonably incurred by the **Policyholder** with the prior consent of the **Company**, in producing and certifying any particulars or details required by the **Company** in respect of a claim, in accordance with Claims Condition 1 - Action by the **Policyholder**, admitted under this **Policy**.

These costs shall not include the costs of negotiation with the **Company** or its representatives.

The **Company** shall not be liable for more than the percentage amount in respect of any one settlement stated below or the **Limit of Liability**, whichever is the lower amount.

Total Loss Settlement	Percentage of Loss Settlement
Amounts up to £100,000	2%
Amounts between £100,000 and £2,000,000	1.5%
Amounts above £2,000,000	1.0%
The Limit of Liability being £25,000.	

6 Clearance of Drains

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the **Policyholder** is responsible in consequence of **Damage** to the **Property**.

7 Cost of Fuel Spillage Clean-up

The **Company** will pay costs necessarily and reasonably incurred in removing spilt fuel from the **Policyholder's Premises** following accidental escape of fuel caused by any of the **Covers** (where stated as operative in the **Schedule**), subject to the maximum liability of the **Company** under this Extension not exceeding £25,000 in total for any one **Event**.

8 Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses

Any reasonable costs incurred by the **Policyholder**:

- A) in refilling fire extinguishing appliances and replacing used sprinkler heads;
- B) in recharging gas flooding systems installed for the protection of the **Property** insured;
- C) in resetting fire and **Intruder Alarms**;
- D) of fire brigade charges,

all solely in consequence of insured **Damage** to the **Property** insured or in respect of B) arising out of the accidental discharge thereof. The **Limit of Liability** being £50,000.

9 Further Investigation Expenses

In the event of **Damage** to **Buildings** insured by this Section, if in the opinion of a suitably qualified expert, there is in respect of the same event, reasonable possibility of **Damage** to other:

- A) portions of the same **Buildings**, which is not immediately apparent; or
- B) **Buildings**, for which the **Policyholder** is responsible, in the immediate vicinity,

the **Company** will pay costs necessarily and reasonably incurred by the **Policyholder** with the prior consent of the **Company**, in establishing whether or not such other **Damage** has occurred.

Provided that:

- i) cover in respect of B) above, is subject to such **Buildings** in the immediate vicinity, subsequently being found to have suffered **Damage** for which the **Company** is liable under this Section; and
- ii) the maximum liability of the **Company** under this Extension shall not exceed £5,000 in the aggregate for all claims made during any one **Period of Insurance**.

10 Inadvertent Errors and Omissions

The **Policyholder**, having notified the **Company** of their intention to insure all **Property** within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, in which they are interested and it being their belief that all such **Property** is insured, if subsequently any such **Property** shall be found to have been inadvertently omitted or there has been an accidental or inadvertent error by the **Policyholder** within the Sums Insured declared, the **Company** will deem such **Property** to be insured appropriately within the terms of this **Policy**, provided that the **Policyholder** shall notify the **Company** as soon as any inadvertent error or omission comes to their knowledge in order to effect the appropriate additional insurance retrospective to the date during the **Period of Insurance** when insurance for the **Property** became necessary or the incorrect sum insured was declared and to pay the appropriate additional **Premium**.

The maximum liability shall not exceed £1,000,000 in the aggregate during any one **Period of Insurance**.

11 Involuntary Betterment

The costs described below in the event that **Property** insured suffers **Damage** to the extent that it cannot be economically repaired and replacement **Property** of like kind and quality is not obtainable:

- A) new **Property** that is as similar as possible to that suffering **Damage** and that is capable of performing the same function shall be deemed to be new **Property** of like kind and quality and in no **Event** shall this be considered as a betterment to the **Policyholder**;
- B) the **Company** will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering **Damage** and undamaged existing equipment at the same or an interdependent location;

Provided that the **Company** shall:

- 1) be liable only for the amount sufficient to enable the **Policyholder** to resume operations in substantially the same manner as before the **Damage**;
- 2) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

The **Limit of Liability** being £50,000.

12 Knotweed

The insurance in respect of **Buildings**, where insured under this Section, extends to cover the costs necessarily and reasonably incurred with the **Company's** consent, for eradicating from the **Premises** the presence of **Knotweed** and to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation.

Provided that:

- A) the **Policyholder** was not aware of the presence of the **Knotweed** at the time of inception of cover under this Section of the **Policy**;
- B) the infestation is discovered within the **Period of Insurance**;
- C) the **Company** shall not be liable under this Extension if there have been previous infestations of **Knotweed** at the **Premises** unless evidence can be produced to show that previous attempts at eradication have been undertaken by professional contractors who specialise in the removal of **Knotweed** and whose full course of treatment had been completed before inception of cover under this Section of the **Policy**;
- D) the **Policyholder** must immediately notify the **Company** of any infestation as soon as they become aware of it;
- E) any eradication work must be undertaken by professional contractors approved by the **Company**;
- F) the **Company** shall not be liable for any costs incurred which are recoverable under any existing guarantee or warranty; and
- G) the **Company** shall not be liable for the **Policyholder's Contribution** being the first £500 of each and every claim.

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

The maximum liability of the **Company** under this Extension shall not exceed (in the aggregate in respect of all **Premises**):

- i) a maximum amount of £10,000 in the aggregate in any one **Period of Insurance**.

For the purposes of this Extension, the following definitions shall apply:

Knotweed shall mean Japanese Knotweed (*Fallopia Japonica*) or other hybrids of knotweed, listed under Schedule 9 of The Wildlife and Countryside Act 1981 or any subsequent amending legislation.

For the purpose of this Extension the following definition shall apply:

Event shall mean the period from the initial appearance of the **Knotweed** until such time the contractor has declared the plant or plants inactive and shall include the first initial treatment as well as any subsequent repeat treatments necessary to eradicate the infestation.

13 Landscaped Grounds

The reasonable costs incurred by the **Policyholder** in consequence of **Damage** to **Property** insured at the **Premises** in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established. The **Limit of Liability** being £50,000.

14 Loss Reduction Expenses and Temporary Repairs

The costs and expenses reasonably incurred by the **Policyholder** in:

- A) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this **Policy**;
- B) reducing losses as a result of **Damage** insured under this **Policy**;
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of **Property** Insured that has suffered **Damage**.

Provided that in respect of A) and B):

- i) the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred;
- ii) the costs and expenses incurred did avoid or mitigate the **Damage**;
- iii) the **Company's** liability shall not exceed the amount of **Damage** thereby avoided.

The **Limit of Liability** being £25,000.

15 Mitigation of Environmental Impact

Any reasonable costs incurred by the **Policyholder**, if in consequence of **Damage**, the **Policyholder** elects (with the prior agreement of the **Company**) to **reinstate** Buildings and/or **General Contents** in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this **Policy** extends to include the reasonable additional costs incurred by the **Policyholder** for such purposes and this shall not be considered as betterment to the **Policyholder**.

Provided that:

- A) such reasonable additional costs shall include but not be limited to costs incurred in:
 - i) using sustainable construction materials;
 - ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies.
- B) this Extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of **Property** provided that the **Company** shall not be liable for such additional cost in respect of any **Building** or item of contents that has not sustained **Damage**;
- C) such costs shall exclude those associated with removing debris;
- D) the **Company** shall not be liable for:
 - i) such additional costs for work already planned by the **Policyholder** prior to the **Damage**;
 - ii) more than the **Limit of Liability**. The **Limit of Liability** being £50,000 or 5% of the total loss, whichever is the lesser amount.

16 Mortgagees and Lessors

Any increase in the risk of **Damage** resulting from any act or neglect of any mortgagor, lessee or occupier of any **Buildings** insured by this **Policy** will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without knowledge or authority and the **Company** is notified immediately they become aware of such increase in risk and pay an additional **Premium** if required.

17 Motor Vehicles

Stationary motor vehicles licensed for road use owned or leased by the **Policyholder** whilst situated at the **Premises**, but only to the extent that they are not otherwise insured. The **Limit of Liability** being £50,000.

18 Non-Ferrous Metals

Where a Sum Insured is stated for Non-Ferrous Metals in the **Schedule**, this shall be deemed to represent the **Policyholder's** assessment of the value of Non-Ferrous Metals under this Section at the Effective Date (as stated in the **Schedule**) of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for debris removal costs.

Provided that:

- A) at the inception of each **Period of Insurance**, the **Policyholder** shall provide the **Company** with their assessment of the value of Non-Ferrous Metals in their possession. In the absence of such declaration, the last amount declared by the **Policyholder** shall be taken as the Sum Insured for the ensuing **Period of Insurance**;
- B) the liability of the **Company** in respect of Non-Ferrous Metals to which this Clause applies shall be limited to 125% of the Sum Insured stated in the **Schedule**; and
- C) Underinsurance of this Section shall not apply in respect of such Non-Ferrous Metals.

19 Non-invalidating

The insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased, unknown to or beyond the control of the **Policyholder**, provided that immediately they become aware thereof they shall give notice to the **Company** and pay an additional **Premium** if required.

20 Other Interests

It is agreed that the various parties may have a legal interest in part of the **Property** insured by this **Policy** and the **Policyholder** undertakes to declare the names, nature and extent of any Interest of any such parties at the time of **Damage**.

21 Property at Exhibitions

The insurance by each item on General Contents, Stock, and any other item of stock more specifically described in the **Schedule**, where insured by this Section includes such **Property** while it is at any indoor exhibition within:

- A) the United Kingdom, Channel Islands or the Isle of Man; or
 - B) any country within the European Economic Area, or Switzerland,
- or in transit by road, rail, sea, inland waterway or air, to or from such exhibition.

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

- A) cover in respect of theft or any attempt thereat (where insured by this Section), only applies under this Extension where such cover involves forcible and violent entry to or exit from the exhibition **Premises** but excluding **Damage**:
 - i) from any structure which is incapable of being locked;
 - ii) in respect of **Property** in the open unless agreed otherwise by the **Company**; or
 - iii) in respect of jewellery, precious stones, precious metals, bullion or furs, except where specifically stated in the **Schedule** as being insured.
- B) In respect of such **Property** in transit (whilst in the **Policyholder's** control), Exclusions 1 to 9 set out in the Transit Insurance Section of this **Policy** apply (whether the Section is operative or otherwise). Where there is any conflict between the Exclusions as set out in the Transit Insurance Section of this **Policy** and the Exclusions under this Section in this regard, those set out in the Transit Insurance Section of this **Policy** shall take precedence.
- C) such **Property** not being more specifically insured.
- D) cover is restricted to exhibitions which do not exceed 7 days duration.

The maximum liability of the **Company** under this Extension in total for all claims or series of claims arising out of any one original cause shall not exceed:

- i) £50,000 in respect of cover in the situations applicable to item A) above; or
- ii) £25,000 in respect of cover in the situations applicable to item B) above,

provided that the total liability of the **Company** under this Extension shall in no case exceed £50,000 in the aggregate during any one **Period of Insurance**.

22 Property at Other Locations

Property insured whilst removed from the **Premises** as indicated below except that:

- A) this Extension applies only in so far as the **Property** is not otherwise insured;
- B) this Extension applies only to **Damage** occurring within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- C) the **Company's** liability for any one loss shall not exceed the **Limit of Liability** stated below;
Limit of Liability for any one loss:

- i) documents, manuscripts and Business books at any location and whilst in transit – the limit stated in the **General Contents** definition;
- ii) stock (excluding goods held in trust) at any location used by the **Policyholder** for storage – 10% of the relative Sum Insured but in no case exceeding £250,000;
- iii) other **Property** (excluding vehicles licensed for road use) at any location to which the **Property** has been temporarily removed for cleaning, renovation, repair or other similar purposes – 10% of the relative Sum Insured but in no case exceeding £250,000.

23 Property Temporarily Removed

Any **Premises** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man not occupied by the **Policyholder** but used by the **Policyholder**:

- A) to store records; or
- B) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles) whilst temporarily removed from the **Premises** and in transit by road, rail, air or inland waterway to and from the **Premises** all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. The **Limit of Liability** being £250,000.

24 Reinstatement

The work of reinstatement may be carried out at another site and in any manner suitable to the requirements of the **Policyholder** provided that it does not increase the **Company's** liability.

The **Company** may reinstate or replace any **Property Damaged** without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the **Policyholder**. The **Policyholder** shall, at their expense, provide the **Company** with all such plans, documents, books and information as the **Company** may reasonably require.

25 Removal of Nests

Costs reasonably and necessarily incurred with the **Company's** consent in respect of removing bees, wasps and hornets nests from the **Premises**.

Provided that:

- A) the **Company** will not cover the cost of removal of any nests already in the **Buildings** before the **Policyholder's** insurance cover commences;
- B) the **Company's** liability in respect of this Extension will not exceed £1,000 for any one claim.

26 Seasonal Increase in Stock

The Sum Insured in respect of **Stock** is increased:

- A) during November and December;
 - B) 31 days prior to Easter Sunday; and
 - C) 15 days prior to any other Bank Holiday,
- by 25% or £500,000 in the aggregate in the **Period of Insurance**, whichever is the lower.

27 Sprinkler Upgrading Costs

The additional costs incurred by the **Policyholder** in upgrading any existing automatic sprinkler installation to conform to the current Loss Prevention Council (LPC) rules solely as imposed upon the **Policyholder** by the **Company** following insured **Damage**.

Provided that at the time of **Damage** the sprinkler installation conformed to the LPC rules current at the time of installation but did not conform to subsequent amendments to those rules. The **Limit of Liability** being £250,000.

28 Theft cover Extension

Any cover granted under this insurance in respect of Theft includes:

- A) the cost of repairing **Damage** to the **Buildings** (whether or not the **Buildings** are insured by this **Policy**) if the **Policyholder** is responsible for the repairs and the **Damage** is not otherwise insured;
- B) the reasonable expenses (not exceeding £25,000) incurred in necessarily replacing locks to the **Buildings** or safes or strongrooms following Theft (as insured) of keys from such **Building** or from the residence of any of the authorised keyholding directors partners or employees of the **Policyholder**.

29 Trace and Access

The costs necessarily and reasonably incurred by the **Policyholder**, in the event of **Damage**, resulting from escape of water or oil as covered by the **Policy** in locating the cause of such **Damage** and subsequently making good. The **Limit of Liability** being £25,000.

30 Transfer of Interest

If at the time of any insured **Damage** to any **Building** insured, the **Policyholder** shall have contracted to sell their **Interest** in the Building 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**, if and so far as the **Building** is not otherwise insured by the purchaser, or on the purchaser's behalf, against such **Damage** without prejudice to the rights and liabilities of the **Policyholder** or the **Company** under this insurance up to the date of completion.

31 Unauthorised Use of Water, Gas, Electricity and Oil

The costs of metered water, gas, electricity and oil for which the **Policyholder** is legally responsible arising from its unauthorised use by persons taking possession of or occupying the **Premises** without the consent of the **Policyholder**. The **Limit of Liability** being £25,000.

32 Undamaged Stock

The insurance in respect of Stock extends to include undamaged Stock that deteriorates, is condemned or otherwise becomes unusable resulting solely from **Damage** as insured to other **Property** insured. The **Limit of Liability** being £25,000.

33 Workmen

Workmen are allowed in and about the **Premises** for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the **Policy**.

Business Interruption Extensions

This insurance Section extends to include the amount of loss resulting solely and directly from an interruption or interference to the **Policyholder's Business** caused by the **Damage** in respect of the following Extensions.

The **Company's** liability in respect of each and every Extension shall not exceed the corresponding limit shown in the **Schedule** or as stated below.

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

1 Contract Sites

The cover provided by the Business Interruption Section of this **Policy** is extended to include loss at any situation in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the **Policyholder** where the **Policyholder** is carrying out a contract.

Provided that the **Company** shall not be liable under this Extension for more than the limit as shown in the **Schedule**.

2 Essential Personnel

The cover provided by the Business Interruption Section of this **Policy** is extended to include loss resulting from interruption to or interference with

the **Business** at the **Premises** during the **Period of Insurance** in consequence of the:

- A) death of any **Principals**; or
 - B) total and permanent disablement of any **Principals**, which prevents them from attending to their normal occupation,
- occurring during the **Period of Insurance** due to injury caused by accidental and violent means.

The **Company** will only pay the additional costs and/or expenses that are necessarily and reasonably incurred, solely in order to minimise any interruption or interference, with the **Business**, during the **Indemnity Period**, which but for such additional costs and/or expenses would have taken place.

Provided that the **Company's** liability under this Extension will not exceed the limit stated in the **Schedule**.

For the purposes of this Extension **Principals** means: any person who is an owner, partner, company director or trustee, of the **Business**.

Notwithstanding the Definition of **Indemnity Period** under this Section, for the purpose of this Extension, **Indemnity Period** means:

The period beginning with occurrence of the situations described in A) or B) of this Extension and ending when the results of the **Business** will cease to be affected by such situation but not exceeding the **Indemnity Period** being the number of months stated in the **Schedule**.

3 Exhibition Sites

This insurance is extended to cover any situation in Great Britain Northern Ireland the Channel Islands or the Isle of Man not in the occupation of the **Policyholder** used for any demonstration exhibition trade fair or show where the **Policyholder** is exhibiting products.

Provided that the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

4 Exhibition Sites Overseas

This insurance is extended to cover any situation in the European Economic Area or Switzerland not in the occupation of the **Policyholder** used for any demonstration exhibition trade fair or show where the **Policyholder** is exhibiting products.

Provided that the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

5 Failure of Supply (including telecommunications)

The insurance is extended to cover interruption of or interference with the **Policyholder's Business** as insured resulting from the accidental failure of supply of:

- A) electricity at the terminal ends of the service provider's feeders at the **Premises**;
- B) gas at the service provider's meters at the **Premises**;
- C) water at the service provider's main stop cock serving the **Premises** (other than by drought),
- D) telecommunications services at the incoming line terminals or receivers at the **Premises** (other than satellites) excluding loss as a result of:
 - i) upgrading the system by the **Policyholder** whether or not undertaken by the telecommunication authority;
 - ii) essential repair for routine maintenance work undertaken by the telecommunications authority;
 - iii) use of equipment by the **Policyholder** which is incorrectly installed or incompatible with the telecommunications system;
 - iv) the inability to access:
 - a) extranets; or
 - b) applications and any services over the internet

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunications services nor as a failure or restriction of the public supply or telecommunication system caused by industrial action or strikes.

Special Conditions

For the purpose of this Extension only and not as otherwise stated.

- i) the Maximum Indemnity Period shall not exceed six months in respect of electricity gas and water supply;
- ii) the Maximum Indemnity Period shall not exceed three months in respect of telecommunications services
- iii) the **Indemnity Period** shall commence 24 Hours after the commencement of the failure of supply including telecommunications services and not as stated in the insurance provided except as expressly varied hereby.

Provided that the **Company** shall not be liable under this Extension for more than the limits stated in the **Schedule** in respect of any one loss and in the aggregate during any one period of insurance.

6 Loss of Attraction

The cover provided by the Business Interruption Section of this **Policy** is extended to include loss resulting solely and directly from an interruption to the **Business** caused by a reduction in the number of customers at the **Policyholder's Premises** solely and directly as a result of **Damage** to property within 1,000 metres of the **Policyholder's Premises** but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to the **Policyholder's Premises**.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed three months and will apply from the date on which the **Damage** to property which caused the reduction in the number of customers at the **Policyholder's Premises** first occurred.

The maximum amount payable during one **Period of Insurance** under this Extension for any one **Policyholder's Premises** and in the aggregate is as shown in the **Schedule**.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- A) which would not have arisen if this Extension did not apply; or
- B) greater than that for which it would have been liable if this Extension did not apply.

There is no cover under this Extension for any interruption to the **Business** caused by the prevention of access to the **Policyholder's Premises**.

7 Murder and Suicide

The cover provided by the Business Interruption Section of this **Policy** is extended to include closure of the **Policyholder's Premises** or part thereof on the order of a public authority caused solely as a result of a murder or a suicide occurring at the **Policyholder's 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.

The maximum amount payable during one **Period of Insurance** under this Extension for any one **Policyholder's Premises** and in the aggregate is as shown in the **Schedule**.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- A) which would not have arisen if this Extension did not apply; or
- B) greater than that for which it would have been liable if this Extension did not apply.

8 Prevention of Access (Damage)

The cover provided by the Business Interruption Section of this **Policy** is extended to include loss resulting solely and directly from an interruption to the **Business** caused by the prevention of access to the **Policyholder's Premises** or part thereof solely and directly as a result of **Damage** to property within 1,000 metres of the **Policyholder's Premises** but excluding **Damage** to property of any supply undertaking which supplies electricity gas water or telecommunications services to the **Policyholder's Premises**.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 Months and will apply from the date on which the **Damage** to property which caused the prevention of access first occurred.

The maximum amount payable during one period of insurance under this Extension for any one **Policyholder's Premises** and in the aggregate is as shown in the **Schedule**.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- A) which would not have arisen if this Extension did not apply; or
- B) greater than that for which it would have been liable if this Extension did not apply.

9 Prevention of Access (Non-Damage)

The cover provided by the Business Interruption Section of this **Policy** is extended to include the prevention of access to the **Policyholder's Premises** or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the **Policyholder's Premises** or only within (and not beyond) 1,000 metres of the **Policyholder's 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.

Provided that the **Company** will not be liable for:

- 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 the **Policyholder's Premises** was prevented;
- 3 any prevention of access to the **Policyholder's Premises** as a result of **Damage**, or arising from any cause within the direct control of the **Policyholder** 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 or drought.

No cover is provided under this extension for 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 the **Policyholder's Premises**.

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 first prevented access to the **Policyholder's Premises** or part thereof.

The maximum amount payable in the aggregate during one **Period of Insurance** under this Extension is £100,000.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- A) which would not have arisen if this Extension did not apply; or
- B) greater than that for which it would have been liable if this Extension did not apply.

10 Specified Disease

For the purposes of this Extension only the Disease Exclusion does not apply.

The cover provided by the Business Interruption Section of this **Policy** is extended to include closure of the **Policyholder's Premises** or part thereof on the order of a public authority caused solely by:

- A) food or drink poisoning arising from food or drink supplied from the **Policyholder's Premises**; or
- B) the manifestation at the **Policyholder's Premises** of any of 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:

- 1 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;
- 2 the **Company** will not under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:
 - A) which would not have arisen if this Extension did not apply; or
 - B) greater than that for which it would have been liable if this extension did not apply.
- 3 in respect of a manifestation at the **Policyholder's Premises** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of the **Company** that at the time of such outbreak at the **Policyholder's own Premises** the **Policyholder** 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 the **Company** and confirmed as acceptable by the **Company**;
- 4 this Extension shall not provide cover in respect of any closure of the **Policyholder's Premises** or part thereof on the order of a public authority caused in whole or in part by a manifestation at the **Policyholder's Premises** of any disease which is part of an outbreak which has been or is or shall be designated or declared to be 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 it was so designated or declared from the commencement of the outbreak;

- 5 no cover is provided under this Extension for any closure of the **Policyholder's Premises** caused or contributed to by or in any way related to the manifestation of any such disease at a place other than the **Policyholder's Premises**.

The maximum amount payable during one **Period of Insurance** under this Extension for any one **Policyholder's Premises** and in the aggregate is shown in the **Schedule**.

11 Transit

The insurance is extended to cover the **Property** of the **Policyholder** whilst in transit by road rail or inland waterway in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Provided that:

- A) notwithstanding anything to the contrary in this **Policy Damage** under this Extension shall exclude loss resulting from **Damage** to the conveying vehicle or craft by impact;
- B) the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

12 UK National Lotteries

The cover provided by the Business Interruption Section of this **Policy** is extended to include loss resulting from interruption to or interference with the **Business** at the **Premises**, in consequence of an **Employee** or **Employees** terminating their employment with the **Policyholder** as a direct result of a confirmed win during the **Period of Insurance** on any UK National Lottery in the United Kingdom.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the **Policy**:

- A) the **Company's** liability under this Extension in total for all claims or series of claims, arising out of any one original cause, shall not exceed the **Estimated Gross Profit** or **Estimated Gross Revenue**, limit of liability; and
- B) the **Indemnity Period** under this Extension shall not exceed three months.

For the purpose of this Extension, **Employee** shall mean:

any person while working for the **Policyholder** in connection with the **Business** who is under a contract of service or apprenticeship, with the **Policyholder**.

Notwithstanding the Definition of **Indemnity Period** under this Section, for the purpose of this Extension, **Indemnity Period** shall mean:

The period beginning with the date of the confirmed win on any UK National Lottery and ending when the results of the Business shall cease to be affected by such win.

13 Unspecified Customers

The insurance is extended to cover the **Property** at the **Premises** of any of the **Policyholder's** customers situate in Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Provided that:

- A) for the purposes of this Extension the term customers means those companies organisations or individuals with whom at the time of the **Damage** the **Policyholder** has contracts or trading relationships to supply goods or services;
- B) for the purposes of this Extension the term customers means those companies organisations or individuals with whom at the time of the **Damage** the **Policyholder** has contracts or trading relationships to supply goods or services;
- C) the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

14 Unspecified Customers Overseas

The insurance is extended to cover the **Property** at the **Premises** of any of the **Policyholder's** customers all situate in any country within the European Economic Area, or Switzerland.

Provided that:

- A) the Covers insured under this Extension are limited to Cover 1 (Fire Explosion Lightning and Aircraft;
- B) Cover 1 A) in respect of Fire is deleted and replaced as follows:
 - A) **Fire** (including smoke) excluding **Damage**:
 - i) by explosion resulting from fire;
 - ii) to **Property** caused by its undergoing any process involving the application of heat;
 - iii) by Earthquake or subterranean fire.
- C) for the purposes of this Extension the term customers means those companies organisations or individuals with whom at the time of the **Damage** the **Policyholder** has contracts or trading relationships to supply goods or services;
- D) the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

15 Unspecified Suppliers and Storage Sites

The insurance is extended to cover the **Property** at:

- A) the **Premises** of any of the **Policyholder's** suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which the **Policyholder** obtains electricity gas or water;
- B) **Premises** not in the occupation of the **Policyholder** where **Property** of the **Policyholder** is stored,

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

Provided that:

- A) for the purposes of this Extension the term suppliers means those companies organisations or individuals with whom at the time of the **Damage** the **Policyholder** has contracts or trading relationships to supply goods or services;
- B) the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

16 Unspecified Suppliers and Storage Sites Overseas

The insurance is extended to cover the **Property** at:

- A) the **Premises** of any of the **Policyholder's** suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which the **Policyholder** obtains electricity gas or water;
- B) **Premises** not in the occupation of the **Policyholder** where **Property** of the **Policyholder** is stored,

all situate in any country within the European Economic Area, or Switzerland.

Provided that:

- A) the Covers insured under this Extension are limited to Cover 1 (Fire Explosion Lightning and Aircraft);
- B) Cover 1 A) in respect of Fire is deleted and replaced as follows:
 - 1 A) Fire (including smoke) excluding **Damage**:
 - i) by explosion resulting from fire;
 - ii) to **Property** caused by its undergoing any process involving the application of heat;
 - iii) by Earthquake or subterranean fire.
- C) for the purposes of this Extension the term suppliers means those companies organisations or individuals with whom at the time of the **Damage** the **Policyholder** has contracts or trading relationships to supply goods or services;

- D) the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss.

17 Utilities (including telecommunications)

The insurance is extended to cover the **Property** at the land-based premises of any supply undertaking service provider or producer from which the **Policyholder** obtains:

- A) electricity (including generating stations or sub-stations);
- B) gas (including any natural gas producer linked directly therewith);
- C) water (including works and pumping stations);
- D) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet).

Special Conditions

For the purpose of this Extension only and not as otherwise stated.

- 1) the Maximum Indemnity Period shall not exceed six months in respect of electricity gas and water supply;
- 2) the Maximum Indemnity Period shall not exceed three months in respect of telecommunications services;
- 3) the **Indemnity Period** shall commence 24 Hours after the occurrence of the **Damage** in respect of electricity gas and water supply;
- 4) the **Indemnity Period** shall commence 24 Hours after the occurrence of the **Damage** in respect of telecommunications services.

Provided that the **Company** shall not be liable under this Extension for more than the limit stated in the **Schedule** in respect of any one loss and in the aggregate during any one **Period of Insurance**.

18 Vermin, Pests, Defective Drains and Sanitary Arrangements

The cover provided by the Business Interruption Section of this **Policy** is extended to include closure of the **Policyholder's Premises** or part thereof on the order of a public authority caused solely by:

- A) the discovery of vermin or pests; or
 - B) an accident causing defects in the drains or other sanitary arrangements,
- at the **Policyholder's 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.

The maximum amount payable during one **Period of Insurance** under this Extension for any one **Policyholder's Premises** and in the aggregate is as shown in the **Schedule**.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- i) which would not have arisen if this Extension did not apply; or
- ii) greater than that for which it would have been liable if this Extension did not apply.

Exclusions

Exclusions applicable to Property Damage and Business Interruption Insurances.

This **Policy** does not cover:

1 Intruder Alarm

Damage by Cover 8 Theft at any **Premises** where:

- A) the **Policyholder** has knowingly and wilfully failed to maintain the **Intruder Alarm** protection; or
- B) all of the following apply:
 - i) an **Intruder Alarm** is a requirement of cover and is shown in the **Schedule**;
 - ii) the **Premises** are unattended;
 - iii) the maintenance and efficacy of the **Intruder Alarm** are the **Policyholder's** responsibility;
 - iv) the failure of the **Intruder Alarm** is a major contributor to **Damage**;
 - v) the **Company** has not been informed of the absence of alarm protection.

2 Cyber and Data

any:

- A) **Cyber Loss** or;
- B) 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 the **Policyholder's Business** caused by such **Damage** to **Property Insured** where such **Damage** is caused by any of the following Defined Perils which directly results from a **Cyber Incident** or a **Cyber Act**.

Defined Perils shall mean the following **Covers** unless otherwise excluded by this **Policy**: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft.

3 Marine

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

4 Policyholder's Contribution

The **Policyholder's Contribution**, as specified in the **Schedule**, being the first part of each and every loss to be borne by the **Policyholder**, at each separate **Premises**, as ascertained after the application of all other terms and conditions of this **Policy** including the Underinsurance provision.

Damage caused by Earthquake and Storm or Flood occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this **Policy** any such period may not end later than the termination of the **Period of Insurance**, such period shall be deemed to have commenced on the first happening of such **Damage**.

5 Pollution and Contamination

Damage to any **Property** and any loss or expense or liability resulting or arising there from 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 **Cover** insured (other than **Cover 10**);
- B) any **Cover** insured (other than **Cover 10**) which itself results from pollution or contamination.

6 Property Excluded

Damage to Property which is more specifically insured, **Property** in transit, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges, culverts and excavations, livestock, growing crops and trees, **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 or overhead transmission lines.

7 Sprinkler Protections

Damage by Cover 1A) Fire at any **Premises** where sprinkler protection is a requirement of cover and is shown in the **Schedule** if:

- A) the **Policyholder** has knowingly and wilfully failed to maintain the system; or
- B) all of the following apply:
 - i) the maintenance and efficacy of the system are the **Policyholder's** responsibility;
 - ii) the failure of the sprinkler protection is a major contributor to **Damage**;
 - iii) the **Company** has not been informed of the absence of sprinkler protection.

8 Terrorism

Damage or 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 HM 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:

- i) influence any government or any international governmental organisation; or
- ii) put the public or any Section of the public in fear.

In any action, suit or other proceedings where the **Company** alleges 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 the **Policyholder**.

Definitions

Property Damage Definitions

Property Insured

Buildings, General Contents, Stock, Data Processing Media, other property or interests all as defined below at the **Premises** as described in the **Schedule** and all being the property of the **Policyholder** or for which they are responsible.

Buildings

Landlord's fixtures and fittings in and on the buildings, small outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, wind turbines attached to the buildings, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the **Premises** or to the public mains (including those underground).

General Contents

Machinery, plant, fixtures, fittings and other trade equipment, all office equipment and other contents, patterns, models, moulds, plans and designs, documents, manuscripts and business books (excluding **Computer Systems** records) for an amount not exceeding £25,000 in respect of any one loss, tenants' improvements, alterations and decorations, in so far as they are not otherwise insured, directors', partners' and employees' personal effects including clothing, pedal cycles, tools and instruments for an amount not exceeding £2,500 per person, Money and securities of any description for an amount not exceeding £1,000 in total and subject to any specific exclusions in this insurance, wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of **Damage** by Theft (if insured), to the extent that they are not otherwise insured motor vehicles, motor chassis and their contents.

Money

Cash, bank notes, currency notes, cheques, bankers drafts, postal orders, money orders, current postage stamps and revenue stamps, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit cards.

Stock

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

Data Processing Media

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

Glass

Normal flat annealed glass including toughened and laminated glass unless otherwise shown in the **Schedule**.

Policyholder's Contribution

The first monetary amount of any claim borne by the **Policyholder** at each separate **Premises** as ascertained after the application of all other terms and conditions as described in the relevant Section.

Business Interruption Definitions

Indemnity Period

The period beginning when the **Damage** occurs, 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**).

Turnover

The money paid or payable to the **Policyholder** for work done and services rendered in course of the **Business**, at the **Premises**.

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**.

Notes:

- 1 the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the **Policyholder's** normal accountancy methods, due provision being made for depreciation;
- 2 the **Uninsured Variable Costs** shall have the meaning usually attached to them in the **Policyholder's** accounts.

Uninsured Variable Costs

Those costs that vary directly with the output or the sales revenue of a company and shall mean:

- 1 purchases and related discounts;
 - 2 bad debts,
- unless otherwise stated in the **Schedule**.

Gross Revenue

The money paid or payable to the **Policyholder** for work done and services rendered, in course of the **Business**, at the **Premises**.

Estimated Gross Profit or Estimated Gross Revenue

The amount declared by the **Policyholder** to the **Company**, as representing not less than the **Gross Profit** or **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (subject to the provision of Insurable Amount 2 below).

Rate of Gross Profit

The rate which **Gross Profit** would have borne to **Turnover**, during the **Indemnity Period**, if the **Damage** had not occurred and allowing for trends of the **Business** or circumstances which would have affected the **Business** irrespective of the **Damage** occurring.

Standard Turnover or Standard Gross Revenue

The **Turnover** or **Gross Revenue** which would have been obtained during the **Indemnity Period**, if the **Damage** had not occurred and allowing for trends of the **Business** or circumstances which would have affected the **Business** irrespective of the **Damage** occurring.

Insurable Amount

The **Gross Profit** or **Gross Revenue** which would have been earned in the 12 months immediately following the date of **Damage**, if the **Damage** had not occurred and allowing for trends of the **Business** or circumstances which would have affected the **Business** irrespective of the **Damage** occurring.

The following notes refer to the Business Interruption Definitions stated above:

- 1 to the extent that the **Policyholder** is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
- 2 In the definitions of:
 - A) estimated **Gross Profit** and Insurable Amount; or
 - B) estimated **Gross Revenue** and Insurable Amount, the amount of **Gross Profit** or **Gross Revenue** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds 12 months.

Money Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Section 1 – Money

The **Company** will indemnify the **Policyholder** up to the **Limit of Liability** shown in the **Schedule** or as stated below for any **Damage to Money and Property** described in items 1 A), 1 B), 1 C) and 2 below occurring during the **Period of Insurance**.

The Insurance Provided

Item	Limit of liability any one loss
1 A) Money in the Policyholder's Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of the Policyholder's contract sites during Working Hours .	as shown in the Schedule
B) Money in the Policyholder's Premises out of Working Hours :	
1) in specified locked safes or strong-rooms;	as shown in the Schedule
2) in all other locked safes or strong-rooms;	as shown in the Schedule
3) not in a locked safe or strong-room.	£500
C) Money in the Policyholder's residence or that of any of the Policyholder's directors, partners or employees, the Limit of Liability being:	
1) while in a locked safe or while an adult is in the residence	£500
2) otherwise	£250
2 Non-negotiable Money	£250,000

- 3 **Money** within any automated teller machine (ATM) at the **Premises** stated under **Money** in ATMs in the **Schedule**:

- A) in an enclosed **Building**; or
- B) externally fitted in a **Building**, at the **Premises** and where the filling of such automated teller machine is the responsibility of the **Policyholder**.

The maximum amount the **Company** will pay under this Extension is £2,000 in total for any one claim and in the aggregate during any one **Period of Insurance**.

Extensions

- 1 **Damage to Personal Effects**
Damage to clothing and personal effects (including money), belonging to the **Policyholder** or any partner, director or employee of the **Policyholder**, resulting from theft or attempted theft of **Money**, up to an amount not exceeding £2,500 for any one person in total for all claims or series of claims, arising out of any one original cause.

Exclusions

The **Company** shall not be liable for:

- 1 **Discovery Period**
 Loss by theft by any director, partner or employee of the **Policyholder** not discovered within 14 working days of the occurrence.
- 2 **Error or Omission**
 Shortage due to error or omission.
- 3 **Unattended Vehicle**
 Loss from an Unattended Vehicle.
- 4 **Counterfeit Money**
 Loss due to the use of counterfeit **Money**.
- 5 **Northern Ireland**
 Loss or **Damage** arising from riot or civil commotion in Northern Ireland.
- 6 **Outside the United Kingdom**
 Loss or **Damage** not within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- 7 **Physical Security**
 Loss whenever the **Business Premises** are left unattended if all locks, bolts and other protective devices are not in full and effective operation.

8 Removal of Keys

Loss whenever the **Business Premises** are left unattended if all keys (including those relating to any part of the **Intruder Alarm** system) are not removed from the **Business Premises**.

9 Safe Keys and Combinations

Loss in respect of Items 1 B1) and 1 B2) out of **Working Hours** if all keys and notes of combination lock letters and numbers of safes and strong-rooms containing **Money** are not removed from the **Business Premises**.

10 Intruder Alarm

Loss at any **Premises** where:

- A) the **Policyholder** has knowingly and wilfully failed to maintain the **Intruder Alarm** protection; or
- B) all of the following apply:
 - i) an **Intruder Alarm** is a requirement of cover and is shown in the **Schedule**;
 - ii) the **Premises** are unattended;
 - iii) the maintenance and efficacy of the **Intruder Alarm** are the **Policyholder's** responsibility;
 - iv) the failure of the **Intruder Alarm** is a major contributor to **Damage**;
 - v) the **Company** has not been informed of the absence of alarm protection.

11 Terrorism

Damage or 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.

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 government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings where the **Company** alleges 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 the **Policyholder**.

Requirements which must be complied with to prevent loss or Damage

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 Employee
Between £5,001 and £9,000	2 Employees
Between £9,001 and £12,000	3 Employees

Any amounts in excess of £12,000 must be carried by a Security Company approved by the **Company**.

The maximum amount the **Company** will pay is the **Limit of Liability** "In Transit" shown in the **Schedule**.

Automated Teller Machines

In respect of **Damage to Money** whilst within any automated teller machine (ATM) where insured by this Section:

- 1 such ATM must be emptied at the end of each working day and the money within transferred to a safe approved by the **Company** for the amount of cash involved. Such transfer is to be carried out only after the **Premises** has been cleared of all customers then locked to deny further access to the **Premises** and whilst there are at least two responsible persons present in the **Premises** during the transfer.

Alternatively the cash must be deposited in a bank night safe with the transfer to the bank being undertaken in accordance with the Money in Transit requirements;

- 2 outside of **Working Hours** the ATM door and security container within must be left open, empty and unlocked;
- 3 whenever the ATM is opened, the **Premises** concerned must be cleared of all customers then locked to deny further access to the **Premises** and at least two responsible persons are to be present in the **Premises**;
- 4 notices must be prominently displayed within the **Premises** concerned stating that the ATM is protected by a smoke generating and/or banknote degradation system and holds no cash outside of **Working Hours**.

Where it is material to the loss, failure to comply with any of these requirements will result in the **Company** not paying the **Policyholder's** **Money** claim.

Section 2 – Personal Injury (Robbery)

The Insurance Provided

If during the **Operative Time** the **Insured Person** sustains bodily injury:

- 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,

the **Company** will pay the appropriate Benefit to the **Policyholder** as shown in the **Schedule**.

Benefit

- | | | |
|---|---|---------|
| 1 | Death; | £25,000 |
| 2 | Loss of one or more Limbs; | £25,000 |
| 3 | Loss of one or both Eyes; | £25,000 |
| 4 | Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience; | £25,000 |
| 5 | Temporary Total Disablement or Temporary Partial Disablement from the Insured Person's usual occupation in the Business :

£250 per week, or 1/52nd of the Insured Person's Annual Salary , whichever is the lesser. | |
| 6 | Medical Expenses necessarily incurred in the treatment of the Insured Person up to 15% of any amount payable under Benefits 1 to 5. | |

Conditions

- 1 **Application of Benefits**
 - A) The **Company** will not pay in respect of any one **Insured Person** in connection with the same **Accident** more than one of Benefits 1 to 4.
 - B) Any **Disablement** under Benefits 2 to 4 must be proved to the reasonable satisfaction of the **Company** to be permanent and without expectation of recovery before the **Company** will pay the Benefit.
 - C) The **Company** will pay any amount claimed for Benefit 5 in addition to any amount claimed

under Benefits 1 to 4 in connection with the same **Accident**, but, any payment under Benefit 5 will cease as soon as any Benefit is paid under Benefits 1 to 4.

- D) The amount payable per week under Benefit 5 will not exceed 1/52nd of the **Insured Person's** **Annual Salary**.

2 Assignment

The **Company** will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this **Policy**.

3 Disappearance

In the event of the disappearance of an **Insured Person** if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an **Accident**, Benefit 1 shall become payable, subject to a signed undertaking by the **Policyholder** that if the belief is subsequently found to be wrong such amount shall be refunded to the **Company**.

4 Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the **Company** to substantiate that claim must be supplied at the **Insured Person's** own expense and in such form as the **Company** may reasonably require;
- B) the **Insured Person** must undergo a medical examination and provide medical evidence to the **Company** (at the **Company's** expense) as often as the **Company** may reasonably require following receipt of that claim; and
- C) no benefit shall be payable in respect of that claim where the **Insured Person** fails to undergo such medical examination or provide such medical evidence as referred to in B) above.

5 Exposure

If an **Insured Person** suffers Death or **Disablement** as a result of exposure to the elements the **Company** will consider that as having been caused by bodily injury following an **Accident**.

6 Interest

No sum payable shall carry **Interest**.

Extensions

Victim Counselling

If an **Insured Person** suffers social and/or emotional impairment as a result of the theft or attempt thereof of **Money** or other **Non-Negotiable Money** insured by this Section, the **Company** will pay the fees for professional counselling.

The **Company** will not pay for professional counselling fees exceeding:

- 1 any hourly cost of more than £40;
- 2 £1,000 for any **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and
- 3 £5,000 in total for all **Insured Persons** and in total for all claims or series of claims, arising out of any one original cause.

Exclusions

The **Company** will not pay any Benefit where bodily injury following an **Accident** is the result of or is contributed to by:

- 1 illness or disease (not resulting from bodily injury following an **Accident**);
- 2 any naturally occurring condition or degenerative process;
- 3 any gradually operating process;
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**).

The **Company** will not pay the Benefit if:

- 5 bodily injury is 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.

Definitions

Applicable to Section 1 – Money and Section 2 – Personal Injury (Robbery)

1 Accident

Accident shall mean;

- A) a sudden; and
- B) unexpected or unforeseen; and
- C) identifiable incident.

2 Annual Salary

Annual Salary shall mean the **Insured Person's** total annual remuneration excluding payments for overtime commission or bonus (unless otherwise agreed in writing) payable by the **Policyholder** to the **Insured Person** at the date bodily injury following an **Accident** is sustained.

3 Benefit and Units of Cover

Benefit and Units of Cover shall mean;

- A) Death; or
- B) Loss of one or more Limbs; or
- C) Loss of one or both Eyes; or
- D) **Permanent Total Disablement** from any gainful employment for which the **Insured Person** is fitted by way of training education or experience.

In respect of Benefits 1 to 4, the 5 Units of Cover shown in the **Schedule** equate to £25,000.

- E) **Temporary Total Disablement** from the **Insured Person's** usual occupation in the **Business** for the amount shown in the **Schedule**.

In respect of Benefit 5, the 5 Units of Cover shown in the **Schedule** equate to £250 per week, which will be payable per week for a maximum of 104 weeks in all, not necessarily consecutive. See also Special Condition 4.

- F) **Temporary Partial Disablement** from the **Insured Person's** usual occupation in the **Business** for the amount shown in the **Schedule**.

In respect of Benefit 5, the 5 Units of Cover shown in the **Schedule** equate to £250 per week, which will be payable per week for a maximum of 104 weeks in all, not necessarily consecutive. See also Special Condition 4.

4 Disablement

Disablement shall mean Benefits 2 to 5.

5 Money

Cash, bank notes, currency notes, uncrossed cheques, travellers cheques (but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, bills of exchange, consumer redemption vouchers, gift tokens and trading stamps.

6 Non-negotiable Money

Crossed cheques (but excluding pre-signed blank cheques), crossed bankers' 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 belonging to the **Policyholder** or for which the **Policyholder** is responsible and pertaining to the **Business**.

7 Operative Time

Operative Time shall mean while the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of attempted robbery or actual robbery.

8 Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which the **Policyholder** or those of the **Policyholder's** employees who are entrusted with **Money** are in the **Premises** or on the **Policyholder's** contract sites.

9 Insured Person

Insured Person shall mean the **Policyholder** or any director, partner or **Employee** of the **Policyholder**.

10 Loss of Limb

Shall mean:

- A) 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; or
- B) in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpo-phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

11 Loss of Eye

Shall mean permanent and total loss of sight which will be considered as having occurred:

- A) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

12 Medical Expenses

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

13 Permanent Total Disablement

A permanent, total, and irrecoverable disablement which has lasted for at least 12 months and totally prevents an **Insured Person** from performing their duties of employment as described in their contract of employment with the **Policyholder**, and which in all probability, will continue for the remainder of their life, as determined by a medical professional.

14 Temporary Total Disablement

Total disablement which temporarily prevents an **Insured Person** from performing any of their usual occupation.

15 Temporary Partial Disablement

Partial disablement which temporarily prevents an **Insured Person** from performing at least 50% of their usual occupation.

Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Notwithstanding any provisions to the contrary within this **Policy**, the insurance in respect of all items, Clauses or Extensions, insured by the insurances 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:

- 1 **Damage**;
- 2 **Non-Damage**; and
- 3 loss resulting from **Damage to Property**,
to the extent and insofar that they are insured by this **Policy** in the Territories 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:

- A) subject to Exclusions 1–3 below; and
- B) not subject to any other exclusions stated in this **Policy**,

provided also that the **Company's** 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 the **Policy**,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after the application of all the provisions of the insurance including any **Policyholder's** Contribution or Excess.

Territory	Limit of liability
A) Great Britain	As otherwise specified in this Policy
B) Elsewhere in the world	Not insured

Conditions

- 1 In any action, suit or other proceedings where the **Company** alleges 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 the **Policyholder**.

- 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 expressly varied by the Terrorism Insurance Section.

Exclusions

Terrorism Insurance does not cover:

1 Riot civil commotion War and Allied Risks

Any loss or **Damage** 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 or **Damage** 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**; and

in each case whether the **Property** of the **Policyholder** 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 property situated outside of **Great Britain**.

Special Provision

1 Cyber Terrorism

This Special Provision applies only to:

- A) Terrorism Insurance Heads of Cover 1 and 3; and
- B) **Property** situated within **Great Britain** except it is not a requirement of cover for the person(s) initiating the act of terrorism to be sited in England, Wales, or Scotland;

and does not apply to:

- i) **Terrorism Insurance Head of Cover 2**; or
- ii) **Property** situated outside of **Great Britain**; or
- iii) **Residential Property** insured in the name of a **Private Individual**.

Electronic Risks Exclusion 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

- A) results directly (or, solely as regards B) iii) 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
- B) comprises:
 - i) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property** insured by the **Policyholder**; or
 - ii) the amount of business interruption loss suffered directly by the **Policyholder** by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either;

- a) **Damage** to or destruction of **Property** insured by the **Policyholder**; or
 - b) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by the **Policyholder** by reason of an **Act of Terrorism** causing **Damage** to other **Property** within one mile of the **Property** insured by the **Policyholder** to which access is affected; or
 - iii) 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 the **Policyholder** to avoid or diminish such loss; and
- C) 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:

- i) any money (including **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
- ii) any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of B) 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 A) 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.

Definitions

Where the following defined words appear elsewhere in this Policy, they are replaced only in respect of this Terrorism Section by the definitions below. All other definitions remain unchanged.

Act of 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 government in the United Kingdom or any other government de jure or de facto.

Computer Systems

means a computer or other equipment or component or system or item which processes, stores, transmits, or receives **Data**.

Covered Loss

means all losses arising under Terrorism Insurance Heads of Cover 1 and/or 3 of this Terrorism Insurance Section that occurs in the Territory, the proximate cause of which is an **Act of Terrorism**.

Damage

means physical loss, destruction or **Damage**.

Data

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

Denial of Service Attack

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

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

Great Britain

means England, Wales and Scotland (including the Channel Tunnel up to the frontier with the Republic of France as defined by the Treaty of Canterbury 1986) but not the territorial seas adjacent to (as defined by the Territorial Sea Act 1987).

Hacking

means unauthorised access or legitimate access resulting in unauthorised acts to any **Computer System** by whatever means, whether the **Property** of the **Policyholder** or not.

Non-Damage

means all losses arising as a result of interruption or interference with the **Business** of the **Policyholder** in consequence of:

- 1 access to, exit from or use of any **Premises** located within the Territory owned or occupied by the **Policyholder** 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**; and/or
- 2 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 the **Policyholder** 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 the **Business** of the **Policyholder**, but in no **Event** shall the maximum period of indemnity for such interruption or interference with the **Business** exceed three months.

Nuclear Installation

means 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 of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

means 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.

Phishing

means any access or attempted access to **Data** or a **Computer System** made by means of misrepresentation or deception whether effected by or to a human, a **Computer System**, an AI system or by whatever means.

Private Individual

means any:

- 1 individual; or
- 2 beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust; or
- 3 beneficiaries or executors of a will; or
- 4 sole traders,

where **Residential Property** is occupied by the individual, 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 (either by floor area or on the basis of the number of days that the **Property** is open to public).

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

Property

means **Property** Insured (as defined within this **Policy**), but excluding:

- 1 any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 - A) insured under the same contract of insurance as the remainder of the building which is not a private residence and is more than 20% commercially occupied (either by area or on the basis of the number of days that the **Property** is open to public); or
 - B) not insured in the name of a **Private Individual**; or
- 2 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**.

Residential Property

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

Virus or Similar Mechanism

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or generated or operated by an AI system, 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.

Liability Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Section 1 – Employers' Liability

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for **Damage** in respect of **Injury** of any **Person Employed** caused during the **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 the **Policyholder** in the **Business**.
- 2 in respect of claimants costs and expenses which the **Policyholder** is legally liable to pay in connection with any claim;
- 3
 - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
 - B)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the **Policyholder**, director or partner or **Employee** of the **Policyholder** for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or 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;

where the **Company** has an interest in the outcome of the proceedings;

- C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of the **Policy**,
incurred with the **Company's** prior written approval.

General Provisions

Provided that in respect of any one **Event**:

- 1 the total amount payable under this Section of the **Policy** (including all Extensions, additional Clauses and Memoranda) shall not exceed the **Limit of Indemnity**;
- 2 the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the **Company**, the claims arising out of such **Event** can be settled.

The **Company** will then relinquish control of such claims and be under no further liability in respect thereof;

- 3 the total amount payable by the **Company** in respect of all **Damages** costs and expenses, arising out of all claims during the **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 the **Policy** on or attributable to that one source or original cause, shall not exceed the **Limit of Indemnity** stated in the **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 the **Company** and the **Policyholder**.

Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained:

- A) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by the **Policyholder** in the **Business**;
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,

in any court situate in the territories specified in B) above; and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment,

at the request of the **Policyholder** the **Company** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- A) there is no appeal outstanding;
- B) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to the **Company**.

2 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the **Company** in connection with a claim in respect of which the **Policyholder** is entitled to indemnity under this Section the **Company** will provide compensation to the **Policyholder** at the following rates per day for each day on which attendance is required:

- A) any director or partner of the **Policyholder** £750
- B) any **Employee** £500

3 Automatic Acquisitions

The indemnity provided by this Section of the **Policy** shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the **Business**;

- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the **Policyholder's** annual turnover as declared to the **Company** at the beginning of the **Period of Insurance** or £10,000,000 whichever is the lesser;
 - C) the **Policyholder** shall submit full claims and underwriting information to the **Company** within 60 days after such creation or acquisition,
- the **Company** shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

Exclusions to Section 1

The indemnity will not apply to legal liability:

1 Radioactive Contamination

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,

where such legal liability is:

- A) that of any principal;
- B) accepted under agreement and would not have attached in the absence of such agreement.

2 Road Traffic Legislation

in respect of **Injury** for which the **Policyholder** is required to arrange motor insurance or security in accordance with any road traffic legislation.

3 Fines or Penalties

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.

Section 2 – Public/Products Liability

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Insurance Provided

The **Company** will provide indemnity to any **Person Entitled to Indemnity**:

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of:
 - A) accidental **Injury** of any person;
 - B) accidental loss of or **Damage to Property**;
 - C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of the **Policyholder** or which is a natural consequence of the ordinary conduct of the **Business** and which could reasonably have been expected by the **Policyholder**, having regard to the nature and circumstances of such act or omission;
 - D) wrongful arrest or false imprisonment, happening during the **Period of Insurance** in connection with the **Business**.
- 2 in respect of claimants costs and expenses which the **Policyholder** is legally liable to pay in connection with any claim under 1 above;
- 3
 - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
 - B)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the **Policyholder**, director, partner or **Employee** of the **Policyholder** for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or 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,where the **Company** has an interest in the outcome of the proceedings.

- C) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of **Policy**, incurred with the **Company's** prior written approval.

General Provisions

Provided that in respect of:

- A) any one **Event**;
- B) all **Events** happening during the **Period of Insurance** in respect of products supplied;
- C) all **Sudden Pollution or Contamination Incidents** considered by the **Company** to have occurred during the **Period of Insurance**,

the following shall apply:

- i) the total amount payable by the **Company** in respect of 1 above and all Extensions, Clauses and Memoranda shall not exceed the **Limit of Indemnity**;
- ii) the **Policyholder's Contribution** will be payable before the **Company** shall be liable to make any payment;
- iii) the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid as damages) or any less amount for which, at the absolute discretion of the **Company**, the claims arising out of such **Event** can be settled.

The **Company** will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the **Company** may be responsible prior to the date of such payment;
- iv) where the **Company** is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the **Limit of Indemnity**;
- v) the total amount payable by the **Company** in respect of all damages arising out of all claims during the **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 appropriate **Limit of Indemnity** stated in the **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 the **Company** and the **Policyholder** both as defined herein;

- vi) 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 the **Company** or with the **Company's** written approval) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the **Schedule**.

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Advertising Injury

The **Company** will indemnify the **Policyholder** in respect of legal liability for **Advertising Injury** committed during the **Period of Insurance**.

This Extension shall not apply in respect of:

- A) liability arising from or caused by a deliberate or intentional act or omission of any **Person Entitled to Indemnity** by this Extension if the result thereof could reasonably have been expected by any person having regard to the nature and circumstances of such act or omission;
- B) claims which arise out of circumstances notified to previous insurers or known to the **Policyholder** at inception of this Extension;
- C) **Advertising Injury** where indemnity is provided by any other insurance;
- D) **Advertising Injury** committed by any **Policyholder** whose **Business** is any of the following:
 - i) advertising broadcasting publishing or telecasting;
 - ii) designing or determining the content of web-sites for others;
 - iii) providing an internet search access content or service provider;
- E) **Advertising Injury** arising out of electronic bulletin boards or chatrooms that the **Policyholder** hosts owns or exercises control over.

2 Automatic Acquisitions

The indemnity provided by this Section of the **Policy** shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such company falls within the **Business**;
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the **Policyholder's** annual turnover as declared to the **Company** at the beginning of the **Period of Insurance** or £10,000,000, whichever is the lesser;
- C) the **Policyholder** shall submit full claims and underwriting information to the **Company** within 60 days after such new creation or acquisition, the **Company** shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

3 Clean Up Costs

The **Company** will provide indemnity to the **Policyholder** in respect of:

- 1 **Clean Up Costs** arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- 2 A) costs or expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with the **Company's** prior written approval;
- B) costs and expenses incurred with the **Company's** prior written approval in any appeal against any statutory notice served or to be served upon the **Policyholder** by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

The indemnity provided by this **Policy** shall not apply to costs (including **Clean Up Costs**):

- i) incurred in achieving any improvement, betterment or alteration in any **Property**;
- ii) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;
- iii) arising out of a genetically modified organism;
- iv) comprising a contribution by the **Policyholder** of £2,500;
- v) arising solely from the **Policyholder's** liability under legislation operating in any part of Great Britain or Northern Ireland

which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental **Damage** including the Environmental Damage (Prevention and Remediation) Regulations 2009 or under any replacement legislation in respect of any of the foregoing.

Provided that:

- a) all costs covered under 1) and 2) will form part of and not exceed the **Limit of Indemnity** shown in the **Schedule** for all **Sudden Pollution or Contamination Incidents** considered by the **Company** to have occurred during the **Period of Insurance**.
- b) the total amount payable under this Extension shall not exceed £250,000.

4 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness, at the request of the **Company**, in connection with a claim, in respect of which the **Policyholder** is entitled to indemnity under this Section of the **Policy** the **Company** will provide compensation to the **Policyholder** at the following rates per day for each day on which attendance is required:

- A) any director or partner of the **Policyholder** £750
- B) any **Employee** £500

5 Contingent Motor Liability

Notwithstanding Exclusion 9A) the **Company** will provide indemnity to the **Policyholder** against legal liability for **Injury**, or loss or **Damage to Property** arising out of the use in the course of the **Business** by any **Employee** of any **Vehicle** not the **Property** of nor provided by the **Policyholder**.

The indemnity will not apply to legal liability:

- A) in respect of loss of or **Damage to such Vehicle** or to **Property** within the **Vehicle**;
- B) in respect of which the **Policyholder** is entitled to indemnity under any other insurance;
- C) arising out of the use of any **Vehicle** whilst **Airside**.

Exclusion 6 shall not apply to this Extension.

6 Cross Liabilities

If the **Policyholder** comprises more than one party the **Company** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

7 Data Protection Act

The **Company** will provide an indemnity to the **Policyholder** and if the **Policyholder** so requests any **Employee** or director or partner of the **Policyholder** against legal liability to pay damages for **Damage** or distress as described in UK 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.

The **Company** will also pay claimant's costs and expenses which the **Policyholder** is legally liable to pay in connection with any claim incurred with the **Company's** prior written approval.

Provided that the **Policyholder** has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so.

This Extension shall not apply in respect of:

- A) the payment of fines or penalties;
- B) the costs of notifying any person regarding loss of **Data**;
- C) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying **Data**;
- D) 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 the **Policyholder** or any other person having regard to the nature and circumstances of such act or omission;
- E) claims which arise out of circumstances notified to previous insurers or known to the **Policyholder** at inception of this Extension;
- F) legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

Provided that the total payable under this Extension shall not exceed £1,000,000 in the aggregate in any one **Period of Insurance**.

Exclusion 5 Cyber, of this Section shall not apply to this Extension.

8 Defective Premises Act

The **Company** will provide indemnity in respect of legal liability for **Injury**, or loss of or **Damage to Property**, incurred by virtue of the provisions of

Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

The indemnity will not apply to legal liability:

- A) for the costs of remedying any defect or alleged defect in **Premises** disposed of by the **Policyholder**;
- B) for the costs of remedying the presence of **Asbestos Asbestos Dust** or **Asbestos Containing Materials**;
- C) to the extent that indemnity is provided from any other source.

9 Excess Motor Liability

Notwithstanding Exclusion 9A), the **Company** will provide indemnity to the **Policyholder** against legal liability for **Damage to Property**, for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any **Person Employed** or director of the **Policyholder** of any of the **Policyholder's Vehicles**.

Provided that:

- A) the indemnity provided shall only apply in excess of £5,000,000 or the amount payable under any motor insurance whichever is the greater;
- B) the indemnity provided shall in addition be subject to the same terms conditions and warranties as the underlying motor insurance;
- C) the Limits of Indemnity contained in the **Schedule** shall be reduced by an amount equal to the indemnity recoverable by the **Policyholder** under the underlying motor insurance.

The indemnity will not apply to legal liability:

- A) in respect of loss of or **Damage** to such **Vehicle** or to **Property** within the **Vehicle**;
- B) in respect of which the **Policyholder** is entitled to indemnity under any other insurance;
- C) arising out of use of any **Vehicle** whilst **Airside**;
- D) arising directly or indirectly out of **Terrorism**.

10 Legionellosis

Notwithstanding Exclusion 13 of this Section, the **Company** will provide indemnity to the **Policyholder** in respect of legal liability for accidental **Injury** caused by Legionellosis arising out of the **Business**.

Provided that all incidents considered by the **Company** 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**.

11 Legionellosis Run Off

The **Company** will provide indemnity in respect of **Injury** caused by Legionellosis arising out of the **Business** happening prior to the inception date of this **Policy**.

Provided that the **Company** shall not be liable for claims:

- A) where indemnity is provided by any other insurance;
- B) known to the **Policyholder** or any other **Person Entitled to Indemnity** prior to inception of this insurance;
- C) notified under any other policy which was in force prior to the inception date of this **Policy** which might be reasonably expected to give rise to a claim.

12 Overseas Personal Liability

The **Company** will provide indemnity to the **Policyholder** and, at the **Policyholder's** request, any director, partner or **Employee** of the **Policyholder**, or any family member accompanying them, against legal liability in respect of **Injury**, or loss of or **Damage to Property** incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man in connection with the **Business**.

The indemnity will not apply:

- A) to legal liability arising out of the ownership or occupation of land or buildings;
- B) where indemnity is provided by any other insurance.

13 Unauthorised Movement of Vehicles

The **Company** will indemnify the **Policyholder** in respect of legal liability for **Injury**, or loss of or **Damage to Property** arising from or in connection with any **Vehicle**, not the **Property** of nor provided by the **Policyholder**, that is causing an obstruction and interfering with the **Business** and is moved by any **Person Employed** or director of the **Policyholder**.

The indemnity will not apply:

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law;
- B) in respect of **Injury** or loss of or **Damage to Property** caused by any **Vehicle** being moved whilst **Airside**.

14 Work Overseas

The indemnity provided under this Section is extended to apply:

- A) within any country of the EEA or Switzerland where any director of the **Policyholder** or partner of the **Policyholder** or **Employee** is temporarily engaged on the **Business** of the **Policyholder**; and
- B) elsewhere in the world where any director of the **Policyholder** or partner of the **Policyholder** or **Employee** is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

Provided that:

- i) such person is ordinarily resident within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- ii) this indemnity shall not apply to legal liability assumed under agreement which would not have attached in the absence of such agreement.

Exclusions to Section 2

The indemnity will not apply to legal liability:

1 Aircraft Products

arising from **Aircraft Products**.

2 Airside

arising out of work undertaken **Airside**.

3 Asbestos in the United States of America

of whatsoever nature directly or indirectly caused by or contributed to by or occurring due to the presence of **Asbestos**, **Asbestos Containing Materials** or **Asbestos Dust** or the release of **Asbestos Dust** happening in the **United States of America** or where a claim is brought in the **United States of America**.

4 Asbestos Removal Costs

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**.

5 Cyber

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**.

6 Employers' Liability

for **Injury** of any **Person Employed** arising out of and in the course of employment by the **Policyholder** in the **Business**.

7 Fear of Asbestos

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**.

8 Fines or Penalties

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.

9 Mechanical Vehicles

arising from or out of the ownership, possession or use by or on behalf of any **Person Entitled to Indemnity** of any:

- A) **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 the **Premises** of the **Policyholder**;
 - iii) the loading or unloading of any **Vehicle**, except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.
- B) aircraft or other aerial device;
- C) aero spatial device;
- D) hovercraft or hydrofoil;
- E) water-borne vessel or craft other than:
 - i) hand propelled or sailing craft inland or territorial waters;
 - ii) craft used for **Business** entertainment within inland or territorial waters.

10 Product Defects and Recall

- A) for loss of, or **Damage** to, any product supplied or contract work executed by the **Policyholder** caused by any defect therein, or the harmful nature or unsuitability thereof, for its intended purpose;
- B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any product supplied or contract work executed by the **Policyholder** necessitated by any known or suspected defect therein, or the unsuitability thereof for its intended purpose.

11 Professional Liability

arising from or in connection with:

- A) advice;
- B) design;
- C) specification,

provided for a fee by the **Policyholder** and not connected with the supply or intended supply of the **Policyholder's** products.

12 Property in the Policyholder's Custody or Control

for or arising from loss of or **Damage** to any **Property**, which at the time of the **Event** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **Policyholder** other than:

- A) **Employees'**, directors', or visitors' personal effects including **Vehicles** and their contents;
- B) premises and their contents not owned by or leased or rented to the **Policyholder** at which the **Policyholder** is undertaking work in connection with the **Business**;
- C) premises and their fixtures and fittings leased or rented to the **Policyholder** unless such legal liability:
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or **Damage** to such premises and their fixtures and fittings.

13 Pollution or Contamination

caused by or arising out of pollution or contamination unless caused by a **Sudden Pollution or Contamination Incident**.

14 Radioactive Contamination

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.

15 War and Allied Risks

arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

Section 3 – Legal Defence Costs

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Where **Injury** of any person or loss of or **Damage** to **Property** has not occurred or where the **Company** ceases to have an interest in the outcome of the proceedings under any other Liability Insurance Section insured under this **Policy**, the **Company** will provide indemnity to the **Policyholder** and if the **Policyholder** so requests any **Employee** or director or partner of the **Policyholder** up to the **Limit of Indemnity** in respect of:

- A) legal costs and other expenses incurred with the **Company's** prior written approval;
- B) costs awarded against the **Policyholder** or any director, partner or **Person Employed**,

in connection with:

- A) the defence of criminal proceedings brought; or
- B) in appeal against a conviction, arising from such proceedings,

relating to an offence alleged to have been committed during the **Period of Insurance**, in the course of the **Business** but only in respect of proceedings brought as stated in **Part A** and **B** below.

The Insurance Provided

Part A

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any **Person Employed**, director or partner of the **Policyholder**;
- 2 the Corporate Manslaughter and Corporate Homicide Act 2007.

Part B

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a **Person Employed**, director or partner of the **Policyholder**;
- 2 Part II of the Consumer Protection Act 1987;
- 3 Part II of the Food Safety Act 1990;
- 4 the Corporate Manslaughter and Corporate Homicide Act 2007.

General Provisions

Provided that in respect of **Part A** and **B**:

- 1 the indemnity will not apply:
 - A) to fines or penalties of any kind;
 - B) to the costs of appeal against any improvement or prohibition notices;
 - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
 - D) where indemnity is provided by any other insurance;
 - E) to proceedings consequent upon any deliberate act or omission by:
 - i) the **Policyholder**;
 - ii) any partner or director of the **Policyholder**;
 - iii) any **Employee** with any specific responsibility for compliance with the legislation specified in this Section,
 which could reasonably have been expected to constitute a breach of the legislation specified in this Section;
 - F) to 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**.

- 2 the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid) or any less amount for which, at the absolute discretion of the **Company**, the claims arising can be settled but including any amount for which the **Company** may be responsible prior to the date of such payment. The **Company** will then relinquish control of such claims and be under no further liability in respect thereof.
- 3 where the **Company** is liable to indemnify more than one person the total amount of indemnity shall not exceed the **Limit of Indemnity**.
- 4 where the costs relate to the costs of appeal the **Policyholder** will only be indemnified if in the opinion of counsel (appointed by mutual consent) there is a probability of success.

Special Provision

The **Company** shall pass notification to an independent third party service provider with whom the **Company** has an agreement which shall thereafter administer claims settlement on the **Company's** behalf.

Section 4 – Financial Loss

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by Section 4 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule.

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability incurred in connection with the **Business** for damages in respect of financial loss arising out of any claim which is:
 - A) first made in writing to the **Policyholder** (or any other **Person Entitled to Indemnity** under this **Policy**) during the **Period of Insurance**; and
 - B) notified to the **Company**:
 - i) during; or
 - ii) within 30 days after expiry of the same **Period of Insurance**.
- 2 against legal liability for claimant's costs and expenses in connection with 1 above;
- 3 in respect of:
 - A) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss which may be subject of indemnity under this Section;
 - 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,
where the **Company** has an interest in the outcome of the proceedings;
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above,
incurred by the **Company** or with the **Company's** prior written approval.

General Provisions

Provided that:

- 1 the financial loss is sustained within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- 2 the total amount payable under this Section (including all Extensions, Clauses and Memoranda) shall not exceed the **Limit of Indemnity** stated in the **Schedule**;
- 3 the **Policyholder's Contribution** will be payable before the **Company** shall be liable to make any payment;
- 4 the **Company** may at any time pay the **Limit of Indemnity** (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the **Company** the claim or claims can be settled.
The **Company** will then relinquish control and be under no further liability in respect of such claim or claims;
- 5 the total amount payable by the **Company**, in respect of all damages, costs and expenses, arising out of all claims during the **Period of Insurance**, irrespective of the number of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** shall not exceed the appropriate **Limit of Indemnity** stated in the **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 the **Company** and the **Policyholder**.

Extensions to Section 4

(each of which is subject otherwise to the terms of this **Policy**)

1 Cross Liabilities

If the **Policyholder** comprises more than one party the **Company** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each.

Provided that the total amount payable in respect of damages, costs and expenses shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness, at the request of the **Company**, in connection with a claim, in respect of which the **Policyholder** is entitled to indemnity under this Section of the **Policy**, the **Company** will provide compensation to the **Policyholder** at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| A) any director or partner of the Policyholder | £750 |
| B) any Employee | £500 |

Exclusions to Section 4

The indemnity will not apply to legal liability:

1 Advice, Design or Specification

arising from or in connection with:

- A) advice;
- B) design;
- C) specification.

2 Asbestos

of whatsoever nature directly or indirectly caused by or contributed to by or occurring by:

- A) the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**;
- B) the release of **Asbestos Dust**;
- C) the exposure of persons, buildings or **Property** to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

3 Competition or Anti-Trust Laws

arising out of any breach or alleged breach of competition or anti-trust laws.

4 Contractual Liability

any liability assumed under any contract or agreement except to the extent that liability would have attached in the absence of such contract or agreement.

5 Defamation or Intellectual Property Rights

arising out of any defamation, injurious falsehood, passing off or infringement of any **Intellectual Property Rights**.

6 Deliberate Act or Omission

arising out of any deliberate act or omission by the **Policyholder** or partner or director of the **Policyholder**.

7 Diminution in Value

for the diminution of the value of any **Property**.

8 Electronic Risk and Data

arising from or out of:

- A) the transmission or impact of any **Virus or Similar Mechanism**;
- B) any unauthorised access to a **Computer System**;
- C) interruption of or interference with electronic means of communication used in the conduct of the **Business** including but not limited to any diminution in the performance of any website or electronic means of communication;
- D) failure of a **Computer System**;
- E) **Damage to Data** including but not limited to:
 - i) loss, destruction or corruption of **Data**;
 - ii) appropriation, transmission, use, access to, storage or modification of **Data**;
 - iii) the reduction in or loss of ability to use, access, process, transmit, modify or store **Data**;
 - iv) misinterpretation or misuse of **Data**.

9 Employment-Related Practices

of whatsoever nature directly or indirectly resulting from **Employment-Related Practices**.

10 Fines or Penalties

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.

11 Fraud

arising out of any act of fraud or dishonesty by the **Policyholder** or partner or director of the **Policyholder**.

12 Injury, Damage, Nuisance, Trespass or Interference

in respect of:

- A) **Injury** of any person;
- B) loss of or **Damage to Property**;

- C) nuisance trespass or interference with any easement, right of air, light, water or way;
- D) wrongful arrest or false imprisonment.

13 Mechanical Vehicles

arising from or out of the ownership, possession or use by or on behalf of any **Person Entitled to Indemnity** of any:

- A) **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 the **Premises of the Policyholder**;
 - iii) the loading or unloading of any **Vehicle**, except where indemnity is provided by any motor insurance contract or where insurance or security is required by law;
- B) aircraft or other aerial device;
- C) aero spatial device;
- D) hovercraft or hydrofoil;
- E) water-borne vessel or craft.

14 Person Employed

for financial loss sustained by any **Person Employed** arising out of and in the course of employment by the **Policyholder** in the **Business**.

15 Product Recall

for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- | | |
|---------------------------|----------|
| A) product supplied | } by the |
| B) contract work executed | |

necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose.

16 Radioactive Contamination

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.

17 Retroactive Liability

arising out of any cause happening before the Retroactive Date.

18 Statutory Authorities

to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties.

19 Storage or Processing of Computer Data

for financial loss arising from any reciprocal arrangement for the storage or processing of computer **Data** or use of computer facilities.

20 Strikes or Labour Disturbances

arising out of or in connection with any delays, strikes or labour disturbances.

21 Territorial Limits

for financial loss sustained outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

22 War and Allied Risks

arising from any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military of usurped power.

Definitions

Applicable to Liability Insurance (Sections 1–4).

1 Advertising Injury

oral or written publication of material in any manner that slanders, libels or defames a person's or organisation's products or services committed in the course of advertising the **Policyholder's** products or services.

2 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 the **Policyholder** for use in any aircraft, aerospace device or aerial device.

3 Airside

That part of any airport airfield or military installation provided for:

- A) the take-off or landing of aircraft or the movement of aircraft on the ground;
- B) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars.

4 Asbestos

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

5 Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

6 Asbestos Dust

Fibres or particles of **Asbestos**.

7 Business

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

- A) the ownership, repair and maintenance of the **Policyholder's** own **Property**;
- B) the provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**;
- C) fire and security services maintained solely for the protection of premises owned or occupied by the **Policyholder**;

- D) private work undertaken by any **Person Employed** for any director or partner of the **Policyholder** or **Employee** with the prior consent of the **Policyholder**;
 - E) the provision of car parks;
 - F) the provision of sponsorship of events and sponsorship of individuals;
 - G) repair or servicing of **Vehicles** other than on a commercial basis;
 - H) attendance at or **Employees** in trade fairs shows and exhibitions by any director partner or **Employee** of the **Policyholder**;
 - I) former activities of the **Policyholder** as declared and agreed by the **Company**,
- but in respect of Section 1 shall not include any work undertaken **Offshore**.

8 Clean Up Costs

The costs reasonably incurred by:

- A) a government agency or regulatory body;
 - B) the **Policyholder** with the written consent of the **Company** where a government agency or regulatory body would have required remediation,
- in each case in carrying out action to curtail or minimise or remediate a **Sudden Pollution or Contamination Incident** in respect of which the **Policyholder** is legally responsible.

9 Employee

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

10 Employment-Related Practices

Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the **Policyholder** in connection with any actual or alleged:

- A) unlawful or unfair dismissal, discharge or termination of employment;
- B) breach of any written or oral employment contract or quasi-employment contract;
- C) employment-related misrepresentation;
- D) breach of the Equality Act 2010;
- E) violation of or non-compliance with legislation regulating **Working Hours**;
- F) failure to employ or promote;
- G) demotion;
- H) disciplinary action;
- I) deprivation of a career opportunity;

- J) failure to grant tenure;
- K) failure to adopt adequate workplace or employment policies and procedures;
- L) retaliatory treatment of whistleblowers and others;
- M) negligent evaluation;
- N) employment-related invasion of privacy;
- O) employment-related breach of **Data** protection legislation;
- P) employment-related libel, slander, humiliation and defamation;
- Q) failure to furnish job references or accurate job references;
- R) employment-related infliction of mental anguish or emotional distress.

11 Injury

Sections 1 and 3 (Part A)

bodily injury, death, disease or illness

Sections 2 and 3 (Part B) and 4

bodily injury, mental injury, death, disease or illness

12 Intellectual Property Rights

Any patent, trade mark, copyright, registered design, technical or commercial information or other intellectual **Property**.

13 Offshore

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

14 Person Employed

Any of the following while under the direct control and supervision of the **Policyholder** and while working for the **Policyholder** in connection with the **Business**:

- A) **Employee**;
- B) labour master and persons supplied by them;
- C) individuals employed by labour only sub-contractors;
- D) self-employed person (not being in partnership with the **Policyholder**);
- E) individual hired to or borrowed by the **Policyholder**;
- F) individual undertaking study or work experience while under the supervision of the **Policyholder**;
- G) person working under the Community Offender Act 1978 or similar legislation;
- H) prospective **Employees** being assessed by the **Policyholder** as to their suitability for employment;

- I) voluntary worker helper or instructor.

15 Person Entitled to Indemnity

- A) the **Policyholder**;
 - B) the personal representatives of the **Policyholder** in respect of legal liability incurred by the **Policyholder**;
 - C) at the request of the **Policyholder** the **Company** will also indemnify the following within the terms and conditions of the **Policy**:
 - i) any principal;
 - ii) any director or partner of the **Policyholder**;
 - iii) any **Person Employed**, against legal liability in respect of which the **Policyholder** would have been entitled to indemnity under this Section of the **Policy** if the claim had been made against the **Policyholder**;
 - iv) the officers, committees and members of the **Policyholder's** 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;
 - v) any director or partner of the **Policyholder** or **Employee** in respect of private work undertaken by any **Person Employed** for such director, partner or **Employee** with the prior consent of the **Policyholder**,
- each of whom shall as though the **Policyholder** be subject to the terms of this Section of the **Policy** so far as they can apply.

16 Policyholder's Contribution

The amount or amounts specified in the **Schedule** which the **Policyholder** agrees to pay in respect of damages costs and expenses.

17 Property

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

18 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 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 the **Company** for the purposes of this **Policy** to have occurred at the time such incident takes place.

19 Terrorism

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

20 United States of America

The United States of America or any other territory within its jurisdiction.

21 Vehicle

Any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto).

Fidelity Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

This is a loss discovered Policy wording. No cover exists for any loss first discovered before the Period of Insurance or after the end of the Period of Insurance unless and to the extent that a Discovery Period applies.

The Insurance Provided

The Company shall indemnify the Insured for:

- 1 **Employee Fraud**
loss of **Money, Securities or Property** owned or leased by the Insured directly resulting from a **Fraudulent Act**;
- 2 **Third Party Computer Fraud**
loss of **Money, Securities or Property** owned or leased by the Insured directly resulting from **Third Party Computer Fraud**;
- 3 **Third Party Funds Transfer Fraud**
loss directly resulting from **Third Party Funds Transfer Fraud**;
- 4 **Forgery of Cheques and other Financial Instruments**
loss directly resulting from **Forgery** by a **Third Party** of any **Financial Instrument**;
- 5 **Counterfeit Paper Currency**
loss directly resulting from the acceptance in good faith of any **Counterfeit** money orders or current paper currency;
- 6 **Corporate Card Fraud**
loss directly resulting from the fraudulent use by a **Third Party** of any **Corporate Card**;
- 7 **Telecommunications Fraud**
charges for which the **Policyholder** is legally liable, directly resulting from the fraudulent and unauthorised access and use by a **Third Party** of a **Telecommunications System** provided that:
 - A) the **Company** shall not be liable for any loss or part of a loss occurring more than 30 days prior to the date of **Discovery**; and
 - B) the maximum liability of the **Company** for **Any One Claim** under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the **Limit of Indemnity**;

8 Public Utilities Fraud

charges for which the **Policyholder** is legally liable, directly resulting from the theft or abstraction by a **Third Party** of **Public Utilities** provided that:

- A) the **Company** shall not be liable for any loss or part of a loss occurring more than 90 days prior to the date of **Discovery**; and
- B) the maximum liability of the **Company** for **Any One Claim** under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the **Limit of Indemnity**, first Discovered during the **Period of Insurance**.

Conditions

1 Notice and Proof of Claims

- A) In order for claims to be accepted under this **Policy**, the **Policyholder** must give written notice of a loss as soon as reasonably possible after it is **Discovered** and in no **Event** later than 60 days after **Discovery** to the **Company** at:

The Claims Department, Professional and Financial Risks

Intact Insurance

The Capital Building

39 Old Hall Street

Liverpool

L3 9PP

marked for the attention of the Professional and Financial Risks Claims Manager.

Notice will be effective on the day of receipt by the **Company**.

Failure to comply with this Condition will result in the claim being rejected.

- B) Within six months after **Discovery** of any such loss, the **Policyholder** shall at their own expense (except as otherwise provided for by this Section of the **Policy**) provide to the **Company**, at the address set out above, proof of loss with full particulars including all relevant information in their possession in relation to the loss and such further information as may be required by the **Company**.

2 Cancellation of cover in respect of any Employee

All cover shall be cancelled in respect of any **Employee** from the time a director, partner, **Member**, departmental director or senior manager of the **Insured** (not acting **In Collusion** with the **Employee**) first becomes aware of facts which would cause a reasonable person to believe that any act of fraud

or dishonesty has been or is likely to be committed by such **Employee**, irrespective of whether such act occurred before or after the commencement of employment with the **Insured**.

3 Acquisition, Merger or Winding-up of the Policyholder

Unless otherwise agreed in writing by the **Company** and the **Insured**, this Section of the **Policy** shall terminate for all **Insured** upon:

- A) the acquisition of the entire issued share capital of the **Policyholder**, or of all or substantially all of its assets by another entity or the merger or consolidation of the **Policyholder** into or with another entity such that the **Policyholder** is not the surviving entity; or
- B) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the **Policyholder**; or
- C) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary to the **Policyholder**.

Following termination the **Insured** may continue to notify loss first **Discovered** during the latter of the Discovery Period noted in the **Schedule** or the **Period of Insurance** provided that:

- i) cover shall only apply to loss or that part of a loss occurring prior to the **Event** described in A), B) or C) above; and
- ii) cover for that **Insured** is not replaced by a similar policy of insurance issued by the **Company** or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

4 Disposal or Winding-up of Subsidiaries

Unless agreed in writing by the **Company** and the **Insured**, this Section of the **Policy** shall terminate for a **Subsidiary**:

- A) upon the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary; or
- B) upon falling outside the definition of **Subsidiary**.

Following termination, such **Insured** may continue to notify loss first **Discovered** during the latter of the Discovery Period noted in the **Schedule** or the **Period of Insurance** provided that:

- i) cover shall only apply to loss or that part of a loss occurring prior to the **Event** described in A) or B) above; and
- ii) cover for that **Insured** is not replaced by a similar policy of insurance issued by the **Company** or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

5 Limit of Indemnity

The liability of the **Company** shall not exceed the **Limit of Indemnity**.

If **Any One Claim** under this Section of the **Policy** falls to be covered by more than one insuring clause, the maximum liability of the **Company** shall not exceed the **Any One Claim Limit of Indemnity**.

Any applicable Discovery Period shall not increase or reinstate the **Limit of Indemnity**, which shall be the maximum liability of the **Company** for the **Period of Insurance** and Discovery Period combined.

The **Contribution** does not form part of the **Limit of Indemnity** and it shall be payable by the **Insured** before the application of the **Limit of Indemnity**.

6 Termination of Prior Policies

The commencement of cover under this Section of the **Policy** shall terminate, if not already terminated, all previous liability of the **Company** to the **Insured** under any prior policies including liability arising by reason of any discovery period stated in such policies.

7 Single Insured

This Section of the **Policy** is a single contract of insurance irrespective of the number of **Insureds** covered.

Where there is more than one **Insured**:

- A) the **Policyholder** shall act on behalf of all **Insureds** with respect to:
 - i) the giving of and receiving of notice of **Discovery** of loss;
 - ii) the payment of **Premiums** and the receiving of any return **Premiums** that may become due under this Section of the **Policy**;
 - iii) the negotiation, agreement to and payment of claims;
 - iv) the negotiation agreement to and acceptance of **Clauses**; and

- v) the giving or receiving of any notice provided for in this Section of the **Policy**,
and the **Insured's** agree that the **Policyholder** shall so act on their behalf.

- B) all amounts payable under this Section of the **Policy** shall be made to the **Policyholder**.

The **Company** shall not be liable for the application or distribution of such amounts between **Insureds** and shall be released from all liability in respect of such payment by virtue of its payment to the **Policyholder**;

- C) **Discovery** made by one **Insured** shall constitute **Discovery** made by every **Insured**;
- D) the **Company's** liability for loss sustained by any or all **Insureds** shall not exceed the amount for which the **Company** would have been liable had all such loss been suffered by any one **Insured**;
- E) the **Limit of Indemnity** does not apply separately for each **Insured**;
- F) the **Company** shall not be liable for loss sustained by one **Insured** to the advantage of any other **Insured**.

8 Acquisitions Prior to the Period of Insurance

If a **Subsidiary** has been acquired by the **Insured** prior to the **Period of Insurance**, such **Subsidiary** shall only be covered under this Section of the **Policy** in relation to loss occurring after the date on which such **Subsidiary** was acquired by the **Insured** unless agreed in writing by the **Company**.

9 Partial Invalidity

Should any provision of this Section of the **Policy** be or become invalid or unenforceable pursuant to the law to which this Section of the **Policy** is subject, such provision shall be deemed to be deleted and all other terms and conditions of this Section of the **Policy** shall remain in full force and effect.

10 Alteration and Assignment

No change in modification of or assignment of **Interest** under this Section of the **Policy** shall be effective unless agreed in writing by the **Company**.

11 Termination of Employment

Upon termination of employment of any **Employee**, the **Insured** shall take all reasonable precautions to prevent fraud or dishonesty by that **Employee** which may give rise to a claim under this **Policy**.

12 Recoveries

All recoveries made by either the **Insured** or the **Company** shall be allocated after deducting the reasonable costs of recovery as follows:

- A) firstly, to the benefit of the **Insured** to reduce or extinguish the amount of the loss to the extent that it would have been paid under this Section of the **Policy** but for the fact that such loss exceeds the **Limit of Indemnity** together with any **Contribution** where applicable;
- B) secondly, to the benefit of the **Company** for all sums paid in settlement of loss arising under this Section of the **Policy**; and
- C) thirdly, to the benefit of the **Insured** for the amount of the **Contribution** under this Section of the **Policy**.

All recoveries made prior to or after settlement of any claim under this Section of the **Policy** shall be held for the benefit of the **Company** and applied as stated above.

13 Other Insurances

If at the time any claim arises under this Section of the **Policy** there is any other insurance, indemnity or guarantee covering the same loss, the **Company** shall not be liable except to the extent of any excess beyond the amount payable, under such other insurance, indemnity or guarantee had this Section of the **Policy** not been effected.

14 Valuation

The **Company** shall not be liable for more than:

- 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 the actual cost of replacing **Securities**, whichever is less;
- B) the cost of blank material such as blank pages, tapes or other materials, plus the cost of labour and computer time for the actual transcription or copying of **Data**, which shall have been furnished by the **Insured** in order to reinstate such electronic **Data**;
- C) the value of foreign currency calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of **Discovery**;
- D) the actual cash value of **Property** at the time of loss or the actual cost of repairing or replacing the **Property** with **Property** of similar quality or value, whichever is less.

Extensions

Subject to all of the terms and conditions of this Section of the **Policy**, cover is extended to include the following:

1 Care, Custody and Control

Where a loss which is covered under any insuring clause of this Section of the **Policy** includes a direct loss of **Money, Securities or Property**:

- A) held for others while in the care, custody and control of the **Insured**; or
- B) for which the **Insured** is legally liable,

such **Money, Securities or Property** shall be included in the cover provided by this Section of the **Policy**. Such amount shall be part of and not in addition to the **Limit of Indemnity**.

2 Expenses

The cover provided under this Section of the **Policy** shall include the following costs and expenses incurred with the prior written consent of the **Company**:

- A) **Auditors' Fees**;
- B) **Computer Clean-up Costs**;
- C) **Defence Costs**; and
- D) **Public Relations Consultancy Fees**.

The maximum payable by the **Company** under this Extension shall not exceed 10% of the **Any One Claim Limit of Indemnity** stated in the **Schedule** or £250,000 whichever is the lesser. Such amount shall be payable in addition to the **Limit of Indemnity**.

3 Acquisitions

- A) If during the **Period of Insurance** the **Insured** acquires or creates any new **Subsidiary**, either directly or through one or more of its **Subsidiaries**, cover shall apply provided that the new **Subsidiary**:
 - i) has no more than 20% of the total number of **Employees** previously declared by or on behalf of all the **Insured**; and
 - ii) does not undertake activities which vary materially from those previously declared to the **Company**; and
 - iii) has not in the preceding 3 years suffered any loss of a type covered by this Section of the **Policy** (whether insured or not and before the application of any retention, contribution, deductible or excess) greater than 25% of the amount of the **Contribution**; and
 - iv) adheres to controls and procedures which are as effective as those most recently advised

to the **Company** by the **Insured** creating or acquiring such **Subsidiary**.

- B) If the new **Subsidiary** acquired or created falls outside the conditions stated above, the **Company** shall provide cover for a period of 30 days, during which time the **Policyholder** shall provide any additional information and pay any additional **Premiums** and carry any increased **Contribution** as may be reasonably required by the **Company**.
- C) Cover provided in relation to any new **Subsidiary** shall only apply with respect to any loss which occurs after the date of their creation or acquisition unless agreed in writing by the **Company**.

4 Discovery Period

Following expiry or earlier termination of this Section of the **Policy** for any **Insured**, the **Insured** may continue to notify loss first **Discovered** during the Discovery Period noted in the **Schedule** provided that:

- A) cover shall only apply to loss or that part of a loss occurring prior to the expiry of the **Period of Insurance** or earlier termination; and
- B) cover for that **Insured** is not replaced by a similar policy of insurance issued by the **Company** or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

Any loss first **Discovered** during the period provided under this Extension shall be deemed to have been **Discovered** during the immediately preceding **Period of Insurance**.

5 Loss of Interest

The cover provided under this Section of the **Policy** shall include the amount of any **Interest** that would have been receivable by the **Insured** but for a loss covered by this **Policy**, provided that the liability of the **Company** for such **Interest** shall be limited to simple **Interest** on the principal amount of any **Money** (for which it can be proved that **Interest** would have been received), calculated at the London Inter Bank Offered Rate, as published in the Financial Times, on the date of **Discovery** of loss.

The maximum amount payable under this Extension shall not exceed 15% of the **Any One Claim Limit of Indemnity** stated in the **Schedule**. Such amount being part of and not in addition to the **Limit of Indemnity** stated therein.

6 Computer Violation

The cover provided under this Section of the **Policy** shall include **Computer Clean-up Costs** directly resulting from a **Computer Violation** committed by an **Employee**. Such amount being part of and not in addition to the **Limit of Indemnity** stated therein.

7 Contractual Penalties

The cover provided under this Section of the **Policy** shall include the amount for which the **Insured** is contractually required to pay (excluding damages for breach of contract) as a result of a loss covered by this Section of the **Policy**, provided that such amount shall not exceed 15% of the **Any One Claim Limit of Indemnity** stated in the **Schedule**. Such amount being part of and not in addition to the **Limit of Indemnity** stated therein.

8 Benefit Plans

The definition of **Subsidiary** under this Section of the **Policy** shall include any **Benefit Plan** declared to the **Company** prior to the commencement of the **Period of Insurance** or as acquired or created during the **Period of Insurance** under the terms of the **Acquisitions Extension**.

For the purposes of this Extension the definition of **Employee** shall include any natural person who acts as a trustee of any **Benefit Plan**.

Exclusions

The **Company** shall not be liable for:

1 Taxes, Penalties, Fines and Damages

any taxes, penalties, fines or damages except for direct compensatory damages or contractual penalties as specifically covered under this Section of the **Policy**.

2 Indirect Loss

any loss which amounts to indirect loss of any kind including but not limited to payment of costs, fees or other expenses except as specifically covered under this Section of the **Policy**.

3 Profits Dividends or other Income or Interest

profits, dividends or other income or **Interest** except as specifically covered under this Section of the **Policy**.

4 Policyholder's Contribution

the **Contribution** stated in the **Schedule**.

5 Confidential Information

any loss of and/or **Damage** to proprietary information, confidential processing methods, trade secrets, intellectual **Property** or other confidential information of any kind.

6 Discovery Outside the Period of Insurance

any loss first **Discovered**:

- A) prior to the commencement of the **Period of Insurance**; or
- B) after the expiry of the **Period of Insurance** unless provided by the **Discovery Period Extension**.

7 Retroactive Date

any loss or part of loss sustained prior to the **Retroactive Date** stated in the **Schedule**.

8 Profit and Loss Computation and Inventory Comparison

any loss which is dependent solely upon:

- A) a profit and loss comparison; or
- B) a comparison of inventory records with an actual physical count,

provided that where the **Insured** establishes wholly, apart from such comparison, that it has sustained a loss covered under this Section of the **Policy** by an identifiable **Employee**, then it may offer its profit and loss comparison or comparison of inventory records with an actual physical count in support of the amount of loss claimed.

9 Major Shareholders

a **Fraudulent Act** committed by:

- A) an **Employee** controlling more than 5% of the voting share capital of any **Insured** at the time of committing such act; or
- B) any equity partner or **Member** of the **Insured**, whether acting alone or **In Collusion** with another **Employee** or with other persons.

10 Contractual Liability

any loss resulting from an agreement by the **Insured** whereby the amount of their liability exceeds the amount of the liability which would have attached to the **Insured** in the absence of such an agreement, except as specifically covered under this Section of the **Policy**.

11 Geographical Limits

any **Fraudulent Act** committed by an **Employee** normally resident outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

12 Terrorism

any loss arising directly or indirectly out of **Terrorism**.

Definitions**1 Any One Claim**

All loss as specifically covered under this Section of the **Policy** directly or indirectly resulting from an act or number of acts of one or more persons acting alone or **In Collusion**.

2 Auditors Fees

Independent professional auditor's fees necessarily incurred by the **Insured** to substantiate the amount of a loss covered by this Section of the **Policy**.

3 Benefit Plan

Any pension or benefit plan established by the **Insured** for the benefit of its past and present **Employees**.

4 Clause

An alteration to the terms of this Section of the **Policy** agreed in writing.

5 Computer Clean-up Costs

The reasonable costs stated in 1 and 2 below following the fraudulent use of computer hardware, software or **Computer System** which are the subject of a loss covered by this section of the **Policy**.

- A) Rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs systems or the security codes.
- B) Duplicating destroyed or **Damaged** electronic **Data** or computer programs from other electronic **Data** or computer programs, which shall have been furnished by the **Insured** and in the event that destroyed or **Damaged** computer programs cannot be duplicated from other computer programs, the cost incurred for computer time, computer programmers, consultants or other technical specialists, as is reasonably necessary to restore the computer programs to substantially the previous level of operational capability, but shall not include costs arising:
 - i) as a result of the reconstitution of **Data** recorded on magnetic or optical media, if there are no analysis files specifications or backups of software or **Data** held outside the **Policyholder's Premises**; or

- ii) as a result of the reconstitution of **Data**, if the **Insured** knowingly uses illegal copies of programs:
 - a) to render the information usable by replacement processing equipment; or
 - b) to design, update or improve the software or programs or to perfect their operation or performance; or
- iii) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the **Computer System**.

6 Computer System

A computer or network with its input, output, processing, storage and communication facilities and shall include off-site media libraries.

7 Computer Violation

An intentional, unauthorised and malicious:

- 1 entry of **Data** into a **Computer System**; or
- 2 change to data elements or software which is kept in machine readable format; or
- 3 introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**.

8 Contribution

The first part of **Any One Claim** borne by the **Insured**.

9 Corporate Card

Any corporate, credit, debit or charge card issued to an **Employee**, equity partner or **Member** of the **Insured** for **Business** purposes, other than such cards issued by the **Insured**.

10 Corporate Card Fraud

The fraudulent use of any Corporate Card provided that:

- 1 the **Insured** has complied fully with the provisions, conditions or other terms under which the card was issued; and
- 2 the **Insured** is legally liable for such loss.

11 Counterfeit

An imitation of an original which is intended for fraudulent purposes to cause a reasonable person familiar with the appearance of the original to believe that the imitation is the original.

12 Data

Information contained in a manuscript, record, account, microfilm, tape or other record, whether or not contained in a **Computer System**.

13 Defence Costs

Reasonable legal fees, costs and expenses incurred by the **Insured**, in defence of any claim resulting from the refusal to pay any **Financial Instrument** in which refusal it is alleged that such instrument is forged or fraudulently altered and in which proceedings are brought against the **Insured** to enforce payment of any such instrument.

14 Discovered or Discovery

When a director, partner, **Member**, departmental director or senior manager of the **Insured** (not acting **In Collusion** with an **Employee**) first becomes aware of facts which would cause a reasonable person to believe that a loss has been or is likely to be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of such loss may not then be known. **Discovery** also occurs when a person named above receives notice of an actual or potential claim alleging facts that if true, would constitute a loss covered by this Section of the **Policy**.

15 Employee

A natural person:

- A) whilst employed under a contract of service or apprenticeship with the **Insured** (other than members of the board of directors or equivalent management board of the **Insured**) in the ordinary course of its **Business** whether temporary, permanent, full-time, part-time or seasonal;
- B) who personally performs duties or services under the control and direction of the **Insured** in the ordinary course of its **Business** who is:
 - i) a student, secondee or on a work experience or training placement;
 - ii) working exclusively for the **Insured** and for no other party, under a contract for services as a consultant having previously been employed by the **Insured**;
 - iii) provided to the **Insured** by an agency on a permanent or temporary basis;
 - iv) engaged by the **Insured** to develop a **Computer System** or computer programs.
- C) who is a member of the board of directors or equivalent management board, other than equity partners or **Members** of the **Insured**;

D) who is employed by an organisation to whom the **Insured** **Outsource** any administrative function, other than where such person is or acts on behalf of any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative, unless specifically agreed by the **Company**;

E) who falls into any of the categories 1 to 4 above and whom the **Insured** is unable to identify by name, but whose acts have caused a loss, provided that the evidence submitted proves beyond reasonable doubt that the loss was due to the act of such person; and

F) who falls into any of the categories 1 to 4 above for the first 60 days following termination of service.

An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

16 Financial Instrument

Any cheque, draft promissory note or similar written promise, order or direction to pay a sum certain in money made, or drawn by, or drawn upon, the **Insured** or made by one acting as agent of the **Insured** on the **Policyholder's** behalf or purporting to have been so made or drawn.

17 Forgery

A counterfeit, reproduction or alteration of an original, or the signing by hand of another natural person's signature with the intent to deceive, but does not mean the signing of one's own name with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated as hand-written signatures.

18 Fraudulent Act

An act of fraud or dishonesty committed by an **Employee** with the clear intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended to receive such gain. For the purposes of this definition, "improper personal financial gain" shall not include salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other emoluments or benefits earned in the normal course of employment.

19 In Collusion

Two or more persons who are connected, involved, acting or implicated together or materially assist each other.

20 Insured

The **Policyholder** set out in the **Schedule** and all of its **Subsidiaries**, declared to the **Company**, prior to the commencement of the **Period of Insurance**, or as acquired or created during the **Period of Insurance** under the terms of the **Acquisitions Extension**.

21 Limit of Indemnity

The maximum liability of the **Company** for **Any One Claim**, provided always that if an aggregate limit is shown in the **Schedule**, the amount shown shall be the maximum liability of the **Company** for all claims (other than that detailed in the **Expenses Extension**) under this Section of the **Policy** during the **Period of Insurance** and under the terms of the **Discovery Period Extension**.

22 Member

A member of a Limited Liability Partnership.

23 Money

- A) currency, coins and bank notes in current use and bullion.
- B) travellers cheques, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps, petrol cards, all in current use and unused credits in franking machines.
- C) monetary balances held at a financial institution to the credit of the **Insured**.

24 Outsource

The retention and authorisation by the **Insured** of a person or organisation to perform an administrative function on behalf of the **Insured** provided that:

- A) such function is performed under a written contract; and
- B) the **Insured** retain the right to audit the performance of such function; and
- C) the **Insured** can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the **Insured** of such person or organisation to perform such function.

25 Policyholder

The organisation set out in the **Schedule**. Where there is only one **Insured**, a reference to the **Policyholder** shall be deemed a reference to the **Insured** and where there is more than one **Policyholder**, the **Policyholder** shall be the first named **Insured** in the **Schedule**.

26 Property

Tangible **Property**, other than **Money** or **Securities**.

27 Public Relations Consultancy Fees

Fees necessarily incurred by the **Insured** to employ the services of an external public relations consultant, solely to provide advice to minimise adverse publicity following **Discovery** of a loss covered by this Section of the **Policy**.

28 Public Utilities

Electricity, gas and water services.

29 Securities

Negotiable and non-negotiable instruments representing either **Money** or **Property**, but does not include **Money**.

30 Subsidiary

Any company in which the **Policyholder**:

- A) holds directly or indirectly more than 50% of the voting rights; or
- B) has the right to appoint or remove a majority of the board of directors; or
- C) holds more than half of the issued share capital, and where the **Policyholder** is a partnership, a company shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

31 Telecommunications System

A land line telephone system that is:

- A) owned or leased by the **Insured**; and
- B) on the premises of the **Insured**; and
- C) protected by a feature to prevent access to the system following a maximum of three unsuccessful attempts being made to use an access code, PIN, password or other similar code which is changed at regular intervals.

32 Terrorism

An act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of, HM Government in the United Kingdom or any other government de jure or de facto.

33 Third Party

Any person other than:

- A) an **Employee**, equity partner, **Member** or director of the **Insured**;

- B) any person who is, or acts on behalf of the **Insured** as any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative; or
- C) any person who provides a service pursuant to and under a contract with the **Insured**.

34 Third Party Computer Fraud

The unlawful taking of **Money**, **Securities** or **Property** due to any fraudulent or dishonest manipulation by a **Third Party** of the **Policyholder's** computer hardware, software, programmes or **Computer System**.

Third Party Computer Fraud does not include:

- A) the use of any computer to fraudulently cause a transfer of funds belonging to the **Insured** or for which the **Insured** is responsible from an account maintained by the **Insured** at a financial institution; or
- B) charges for which the **Insured** is legally liable directly resulting from the fraudulent and unauthorised access and use of a **Telecommunications System**.

35 Third Party Funds Transfer Fraud

The loss of the funds from an account maintained by the **Insured** at a financial institution (from which the **Insured** or their authorised representatives may request the transfer payment or delivery of funds) following fraudulent, electronic, telegraphic, cable, facsimile, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the **Insured**, but which are fraudulently transmitted or issued by a **Third Party** are a forgery or fraudulently altered by a **Third Party**.

Personal Accident Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Insurance Provided

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 or **Disablement** the **Company** will pay to the **Policyholder** the appropriate Benefit shown in the **Schedule** subject to the Maximum Incident Limit (and inner limits where applicable) as detailed below.

Maximum Incident Limit

The maximum amount the **Company** will pay under this Section of the **Policy** and any other policy of Personal Accident Insurance issued by the **Company** in the **Policyholder's** name in respect of all losses and in respect of all **Insured Persons** arising out of one and the same **Incident** shall not exceed the Maximum Incident Limit of £5,000,000 subject to the following inner limits:

- 1 **Aircraft Accumulation**

A) Multi-engined aircraft	£2,500,000
B) Any other aircraft or airship	£1,000,000
- 2 **Terrorism** £2,500,000
(other than **Nuclear, Chemical or Biological Cause**)
- 3 **Limit per Person**
In connection with any **Accident** the maximum payable for any one **Insured Person** including any amount payable under the Extensions to this Section will be:

A) under Benefits 1 to 4	£500,000
B) under Benefit 5 and subject to Condition 4	£1,000
C) under Benefit 6 and subject to Condition 4	£400

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

Benefits

- 1 Death.
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each.
- 3 A) Loss of one Limb or Loss of one Eye.
B) Permanent total loss of speech.

C) Permanent total loss of hearing:

- i) in both ears;
- ii) in one ear 25% of Benefit 3C)i).
- 4 **Permanent Total Disablement** from the **Insured Person's** usual occupation in the **Business**.
- 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**.
- 7 **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**.

Payment Period for Benefits 5 and 6

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

Deferment Period for Benefits 5 and 6

Benefits 5 and 6 are not payable for the first seven days of any **Period of Disablement**.

Disablement Benefits 2 to 6 Operative Time

The **Operative Time** shown in the **Schedule** shall have the meanings as shown in the Definitions of Operative Times.

Conditions

- 1 **Application of Benefits**
 - A) The **Company** will not pay in respect of any one **Insured Person** in connection with the same **Accident**:
 - i) more than one of Benefits 1 to 4 and then;
 - ii) not more than the Limit per Person in respect of any claim payable under any of Benefits 1 to 6 and the Extensions to the Personal Accident Section.
 - B) No claim for **Disablement** shall be payable under Benefits 2 to 4 of this **Policy** until such time as reasonable evidence has been provided to the **Company** to show that such **Disablement** is permanent and that there is no reasonable expectation of recovery.
 - C) The **Company** will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 to 4 in connection with the same **Accident**.

- D) Where Benefits 5 and 6, or Benefits 5 or 6 are claimed the amount payable per week will not exceed:
- i) under Benefit 5 1/52nd of the **Insured Person's Annual Salary**; and
 - ii) under Benefit 6 40% of 1/52nd of the **Insured Person's Annual Salary**, regardless of the level of cover purchased.
- E) i) If Benefit 1 is not included for an **Insured Person** the **Company** will not pay for **Loss of Limb** or **Eye** or speech or hearing until at least thirteen weeks after the date of the **Accident** and the **Company** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Accident**.
- ii) If Benefit 1 is included but the amount payable thereunder is less than the amount for **Loss of Limb** or **Eye** or speech or hearing the **Company** will not pay more than the amount for Benefit 1 until at least thirteen weeks after the date of the **Accident** and the **Company** will only then pay the balance if the **Insured Person** has not died in the meantime as a result of the **Accident**.

2 Assignment

The **Company** will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this **Policy**.

3 Disappearance

In the event of the disappearance of an **Insured Person** if after a suitable period of time it is reasonable to believe that death has occurred as a result of bodily injury following an **Accident**

Benefit 1 shall become payable subject to a signed undertaking by the **Policyholder** that if the belief is subsequently found to be wrong such amount shall be refunded to the **Company**.

4 Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the **Company** to substantiate that claim must be supplied at the **Insured Person's** own expense and in such form as the **Company** may reasonably require;
- B) the **Insured Person** must undergo a medical examination and provide medical evidence to the **Company** (at the **Company's** expense) as often as the **Company** may reasonably require following receipt of that claim; and

- C) no benefit shall be payable in respect of that claim where the **Insured Person** fails to undergo such medical examination or provide such medical evidence as referred to in B) above.

5 Exposure

If an **Insured Person** suffers Death or **Disablement** as a result of exposure to the elements the **Company** will consider that as having been caused by bodily injury following an **Accident**.

6 Minors

If the **Insured Person** is under the age of 16, or aged 16 or 17 and is not one of the **Policyholder's** **Employees**:

- A) The amount for Benefit 1 will be limited to £10,000;
- B) Benefit 4 shall read **Permanent Total Disablement** from gainful employment of any and every kind;
- C) No amount will be payable under Benefit 5 or 6.

7 Non-Employees

If the **Insured Person** is not a **Director** or **Employee** of the **Policyholder** Benefit 4 shall read **Permanent Total Disablement** from any gainful employment for which the **Insured Person** is fitted by way of training, education or experience.

Extensions

The following extensions shall be payable in addition to any benefit paid under the Personal Accident Benefits 1 to 7 of the Section of this **Policy**, subject to the Maximum Incident limit (and inner limits where applicable) as detailed in this Section of the **Policy**.

1 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 the **Company** will pay £50 per full 24 hours up to a maximum of 52 weeks for any one **Insured Person** while they remain in a continuous unconscious state.

2 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**, the **Company** will pay

necessary expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at the **Policyholder's** request up to £50 per week up to a maximum £250 for any one **Insured Person**.

3 Dependants 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 the **Company** will pay an additional 2% per **Child** up to a maximum 10% of Benefit 1.

4 Disability Assistance

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 **Disablement** for which Benefit 2, 3 or 4 is paid, the **Company** will pay necessary expenses incurred with the **Company's** prior written consent to make alterations to the **Insured Person's** home, car or usual place of work as a direct and necessary result of the **Disablement** suffered up to a maximum of £5,000.

5 Funeral 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 Death, the **Company** will pay the necessary costs incurred with the **Company's** prior written consent for funeral expenses up to a maximum of £5,000 for any one **Insured Person**.

6 Hospitalisation

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** being admitted to **Hospital** on the recommendation of a **Medical Practitioner**, the **Company** will pay £50 per full 24 hours up to a maximum of 52 weeks for any one **Insured Person** while they are a **Hospital** in-patient.

7 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 the **Company** 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 Benefit 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,

In respect of this Extension, Benefit 2 or 4 must be paid at 100% of the Benefit shown in the **Schedule**.

8 Relocation 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 **Disablement** for which Benefit 2, 3 or 4 is paid, the **Company** will pay necessary expenses incurred with the **Company's** prior written consent for stamp duty payments, solicitors' and estate agents' fees and removal costs necessitated as a direct and necessary result of the **Insured Person** having to relocate as a direct result of the **Disablement** suffered up to a maximum of £5,000 for any one **Insured Person** subject to there not being any claim paid under the Disability Assistance Extension.

9 Retraining

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 **Permanent Total Disablement** from the **Insured Person's** usual occupation in the **Business** for which the benefit is paid, the **Company** will pay reasonable expenses incurred in retraining the **Insured Person** for an alternative occupation with the **Policyholder** up to a maximum of £5,000.

Exclusions

The **Company** will not pay any Benefit or amount under the Extensions to this Section where bodily injury following an **Accident** is the result of or is contributed to by:

- 1 the **Insured Person** taking or attempting to take their own life or as a result of self-inflicted injury;
- 2
 - A) illness or disease (not resulting from bodily injury following an **Accident**);
 - B) any naturally occurring condition or degenerative process;
 - C) any gradually operating process;
 - D) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**);
- 3 radioactive contamination (not resulting from bodily injury following an **Accident**);
- 4 the **Insured Person** engaging in flying of any kind other than as a passenger;

5 War;

6 Terrorism occasioned by any Nuclear, Chemical or Biological Cause,

The **Company** will not pay any claim after the expiry of the **Period Of Insurance** in which the **Insured Person** attains the age of 80 years.

Definitions

1 Accident

Accident shall mean:

- A) a sudden; and
- B) unexpected or unforeseen; and
- C) identifiable incident.

2 Aircraft Accumulation

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

3 Annual Salary

the **Insured Person's** total annual remuneration excluding payments for overtime commission or bonus (unless otherwise agreed in writing) payable by the **Policyholder** to the **Insured Person** at the date bodily injury following an **Accident** is sustained.

4 Assault

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 the **Policyholder**.

5 Britain

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

6 Child

Any person who is:

- A) unmarried and dependent; and
- B) under 18 years of age or under 25 years of age if in full-time education.

7 Commuting

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

8 Deferment Period

The period of time at the commencement of a period of **Temporary Total Disablement** or **Temporary Partial Disablement** when no benefit is payable.

9 Director (including Partners and Members)

- A) A serving director (other than a non-executive director) of the **Policyholder**:
 - i) whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment, modification or re-enactment of such Act or Regulations where the **Policyholder** is a company registered in the United Kingdom;
 - ii) who sits on the **Policyholder's** Board of Directors where the **Policyholder** is a company registered outside of the United Kingdom;
- B) a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000;
- C) any person who has signed the partnership deed of the **Policyholder**.

10 Disablement

Benefits 2 to 6.

11 Employee

Any person under a contract of service or apprenticeship with the **Policyholder** excluding any **Director**.

12 Hospital

Any institution which meets fully every one of the following criteria:

- A) maintains permanent and full time facilities for the care of overnight resident patients; and
- B) has diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners**; and
- C) continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications; and
- D) is not other than incidentally an institution which provides full time facilities for:
 - i) mentally ill or mentally handicapped persons;
 - ii) nursing or convalescing;
 - iii) persons aged 70 years or more;
 - iv) drug addicts;
 - v) alcoholics.

13 Incident

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

14 Insured Person

- A) Any **Director** or **Employee** who is detailed in the **Schedule** and resident in **Britain**. Cover applies until the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of 80 years; or
- B) any other persons stated in the **Schedule**.

15 Loss of Eye

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

- A) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

16 Loss of Limb

- A) In the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.
- B) In the case of an arm loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand.

17 Medical Expenses

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

18 Medical Practitioner

Any legally qualified medical practitioner other than:

- A) an **Insured Person**;
- B) a member of the immediate family of an **Insured Person**;
- C) an **Employee** of the **Policyholder**.

19 Nuclear, Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or **Biological agent**.

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins.

20 Payment Period

The maximum amount of weeks in all for which **Benefit 5 Temporary Total Disablement** and **Benefit 6 Temporary Partial Disablement** are payable after the expiry of the **Deferment Period**, but not necessarily consecutive.

21 Period of Disablement

The number of weeks (not necessarily consecutive) **Benefit 5 Temporary Total Disablement** and **Benefit 6 Temporary Partial Disablement** are payable as a result of one **Accident** occurrence.

22 Operative Times

The Operative Time as shown in the **Schedule** shall mean:

24 Hour Cover

At any time; or

Occupational Accidents Only

- A) while engaged on the **Insured Person's** occupation in the **Business**; or
- B) as a result of **Assault**; or
- C) at any time while travelling on the **Business** of the **Policyholder**.

Insurance operates from the departure of the **Insured Person** from their 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**; or

Occupational Accidents and Commuting Cover

- A) While engaged on the **Insured Person's** occupation in the **Business**; or
- B) as a result of **Assault**; or
- C) at any time while travelling on the **Business** of the **Policyholder**.

Insurance operates from the departure of the **Insured Person** from their 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**.

23 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.

24 Units of Cover

Units of Cover shall mean

For Fixed Benefits Cover the following represent one unit of cover:

Benefit 1	£10,000
Benefit 2	£10,000
Benefit 3	£10,000
Benefit 4	£10,000
Benefit 5	£50 per week
Benefit 6	£20 per week
Benefit 7	£2,500

Under Benefit 7 the maximum amount payable for each **Insured Person** shall be £2500 irrespective of the number of Units of Cover purchased.

For Salary related Benefits:

Benefits 1 2 3 and 4 will be the multiple of **Annual Salary** stated in the **Schedule**;

Benefit 5	the percentage of weekly wage stated in the Schedule ;
Benefit 6	the percentage of weekly wage stated in the Schedule ;
Benefit 7	£2,500 irrespective of the multiplier of Annual Salary purchased.

25 War

War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Loss of Liquor Licence Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWING AS NOT INSURED IN THE SCHEDULE

In the event of the **Premises Licence** being forfeited, suspended or withdrawn during the **Period of Insurance** due to the operation of the **Act** the **Company** will provide indemnity in respect of the included sections of this **Policy** subject to the terms, Conditions and Exceptions of this **Policy**.

This Section of the **Policy** operates in respect of the **Premises Licence** as specified in the **Schedule** and does not extend to successors of the **Premises Licence**.

The liability of the **Company** in respect of each Section shall not exceed the **Limit of Indemnity** specified in the **Schedule**.

In addition the **Company** will pay costs and expenses incurred by the **Policyholder** with the written consent of the **Company**.

The Insurance Provided

Section 1

Any loss, cost or expense suffered or incurred by the **Mortgagee** under the **Mortgage** with the **First Insured** secured on the **Premises**.

Provided that:

the liability of the **Company** under this Section shall be reduced by the amount the **Mortgagee** receives under the terms of the **Mortgage** following the sale or disposal of the **Premises**.

Section 2

The loss of **Gross Profit** suffered by the **First Insured** during the **Indemnity Period** and the amount payable as indemnity 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;
- 3 Professional Accountants' Charges.

Section 3

The depreciation in value of the **Premises** if the **First Insured** is unable to obtain a **Premises Licence** for the **Premises** during a period of 12 months from the date of the forfeiture, suspension or withdrawal of the **Licence** and the **First Insured** sells the **Premises**.

Other Circumstances Clause

In arriving at any figure regard shall be taken of the trend of the **Business** and of 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.

Conditions

1 Notice of Forfeiture, Suspension or Withdrawal

The **First Insured** and the **Mortgagee** shall give immediate written notice to the **Company** of the forfeiture, suspension or withdrawal of any **Premises Licence** or of any **Event** likely to prejudice the **Premises Licence** coming to the knowledge of the **First Insured** or the **Mortgagee** stating (as far as is practicable) the grounds on which any order was made or the particulars of such **Event** and the **Company** shall be entitled to appeal in the name of the **Policyholder** against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. The **First Insured** and the **Mortgagee** shall give all such assistance as the **Company** may require.

2 Alteration to the Risk

The **First Insured** or **Mortgagee** shall give written notice to the **Company** of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn any **Premises Licence** thereof or which does or might occasion any disqualification.

3 Alteration to the Premises

No alterations shall be made to the **Premises** without the sanction of the Licensing and other competent authorities.

4 Offer to Surrender or Discontinue any Licence

No offer shall be made to surrender or discontinue any **Licence** without the written consent of the **Company**.

5 Action by the Policyholder

The **Policyholder** shall use due diligence to:

- A) comply with the terms of the licence in the provision of accommodation, food, refreshments and entertainment;

- B) comply with the standards required by the fire, planning and food hygiene authorities;
- C) 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 the **Policyholder** may be entitled to exercise to protect any licence against loss or to protect the **Interest** of the **First Insured** and the **Mortgagee** in the **Premises**. The **Policyholder** shall make all such applications as the **Policyholder** may be entitled to do under the Act to prevent the loss of the **Premises** Licence by non-renewal forfeiture or withdrawal of the licence;
- D) produce a suitable person to replace an **Employee** or agent responsible for the day-to-day running of the licensed **Premises** in the event of the death, bankruptcy or incapacity of such **Employee** or agent or if such person shall abscond or be convicted of any offence.

6 Value Added Tax

To the extent that the **Policyholder** is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Claims Conditions

1 Other Insurance

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

2 Action by the First Insured/Mortgagee

As soon as reasonably practicable after the forfeiture or withdrawal of a **Premises Licence** the **First Insured** and the **Mortgagee** shall deliver to the **Company** 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. The **First Insured** shall permit the **Company** to take proceedings at its own expense to recover compensation or secure indemnity from any party in respect of anything covered by this Section of the **Policy**.

3 The Company's Right to Pay the Limit of Indemnity

In connection with any claims against the **Policyholder** the **Company** may at any time pay to the **Policyholder** the **Limit of Indemnity** or any lesser amount for which such claims can be settled and thereupon the **Company** shall relinquish the control

of such claims and be under no further liability in connection therewith except for costs and expenses for which the **Company** may be responsible in respect of matters prior to the date of such payment.

4 Action by the Policyholder Applicable only to Section 2

- A) In the event of a claim being made under this Section of the **Policy** the **Policyholder** shall:
 - i) notify the **Company** as soon as reasonably practical;
 - ii) 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;
 - iii) at their own expense provide within 30 days after the expiry of the **Indemnity Period** or within such further time as the **Company** will allow full details in writing of the claim;
 - iv) at their own expense provide the **Company** with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by the **Company** 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 the **Policyholder** and their report shall be prima facie evidence of the information to which the report relates.
- B) In the event that the **Policyholder** shall not comply with the terms of this Condition:
 - i) no claim under this Section of the **Policy** shall be payable; and
 - ii) any payment on account of the claim already made shall be repaid to the **Company** forthwith.

Exclusions

The **Company** shall not be liable in respect of any loss arising from any:

- 1 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 A) actual or proposed compulsory acquisition of any of the **Premises**;
- B) scheme of town or country planning improvement or redevelopment whether such loss is direct or indirect.
- 3 alteration after the inception of this **Policy** of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the **Premises Licence** unless the **Company** confirms in writing that the **Policy** will apply after such alteration.
- 4 such refusal to renew a **Premises Licence** as entitles the **Policyholder** to claim compensation under any statute.
- 5 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 justices or other authority.
- 6 forfeiture of the **Premises Licence** occasioned wholly or in part by any act or omission of the **Policyholder** or by the **Policyholder's** failure to take all reasonable action to maintain the **Premises Licence** in force.
- 7 failure of the **Policyholder** to apply for or follow the correct procedures for applying for a Licence under the regulations of the Licensing Act 2003.

Definitions

1 Act

The Licensing Act 2003 in England and Wales.

2 Additional Expenditure

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

3 First Insured

As stated in the **Schedule**.

4 Gross Profit

The amount by which the sum of the amounts of the **Turnover** and closing stock shall exceed the sum of the amounts of the **Uninsured Working Expenses** and opening stock. The amounts of the opening and closing stocks shall be arrived at in accordance with

the **Policyholder's** normal accountancy methods, due provision being made for depreciation.

5 Indemnity Period

The period beginning with the loss of the **Premises Licence** and ending not later than the date a **Premises Licence** is re-obtained or 12 months after the date of the loss of the **Premises Licence** (whichever shall be the earlier) during which the results of the **Business** shall be affected in consequence of the loss of the **Premises Licence** provided that if the **Premises** are disposed of within 12 months after the loss of the **Premises Licence** the **Indemnity Period** shall terminate upon disposal.

6 Mortgagee

As stated in the **Schedule**.

7 Premises

The premises in respect of which the **Premises Licence** is indemnified hereunder and as specified in the **Schedule**.

8 Premises Licence

As stated in the **Schedule**.

9 Professional Accountants' Charge

The reasonable charges payable by the **Policyholder** to their professional accountants for producing information required by the **Company** under the terms of the Conditions and for reporting that such information is in accordance with the **Policyholder's** accounts.

10 Rate of Gross Profit

The rate which but for the loss of the **Premises Licence** Gross Profit would have borne to **Turnover** during the **Indemnity Period** subject to the Other Circumstances Clause.

11 Savings in Costs

Any of the charges or expenses of the **Business** payable out of **Gross Profit** which cease or reduce in consequence of the loss of the **Premises Licence** during the **Indemnity Period**.

12 The Shortage of Turnover

The amount by which the **Turnover** during the **Indemnity Period** shall in consequence of the forfeiture, suspension or withdrawal of the **Premises Licence** fall short of the **Turnover** which but for the loss of the **Premises Licence** would have been achieved during the **Indemnity Period** subject to the Other Circumstances Clause.

13 Turnover

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

14 Turnover from Alternative Trading

The money paid or payable for goods sold and delivered and for services rendered during the **Indemnity Period** elsewhere than at the **Premises** either by or on behalf of the **First Insured** for the benefit of the **Business**.

15 Uninsured Working Expenses

Purchases and discounts relative thereto and bad debts (unless otherwise stated in the **Policy**).

The words and expressions used in the definition of **Uninsured Working Expenses** shall have the meaning usually attached to them in the books and accounts of the **Policyholder**.

The following notes refer to the above definitions:

- A) to the extent that the **Policyholder** is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax;
- B) for the purpose of the interpretations contained in this Section of the **Policy** any adjustment implemented in current cost accounting shall be disregarded.

Legal Expenses Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED 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 the **Company** during the **Period of Insurance**, as set out below.

Claims under this Section are administered and managed by **Arc** on the **Company's** behalf.

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 the **Policyholder's Business**;
 - B) the **Legal Proceedings** either:
 - i) start and are notified to the **Company** during the **Period of Insurance**; or
 - ii) arise from a **Dispute** notified to the **Company** during the **Period of Insurance**.
 - C) the **Legal Proceedings** relate to any of the following matters, which are shown 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 the **Policyholder** is aware, or ought to have been aware, before the **Period of Insurance**.
- 3 **Legal Proceedings** arising from a **Dispute** of which the **Policyholder** is 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 the **Policyholder** has 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 the **Company** as soon as reasonably possible when the **Policyholder** 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'.

- 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 to the cost of the **Legal Proceedings**.
- 8 The estimate of the **Legal Expenses** to deal with the **Policyholder's** must not be more than the amount of money in **Dispute**. The estimate of the **Legal Expenses** will be provided with the assessment of the **Policyholder's** and will be carried out by **Arc**.

What is covered

What is not covered

If the estimate exceeds the amount in **Dispute**, the **Company** may decline or end support for the **Policyholder** 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**.
- 12 **Legal Expenses** which:
 - A) are covered under any other Section of this **Policy** purchased by the **Policyholder** 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 the **Policyholder** 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 the **Policyholder** holds liability insurance or is required to hold liability insurance by law.
- 15 **Damages**, fines, or penalties of any nature.
- 16 Any **Dispute** between the **Policyholder** or between the **Policyholder** 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 the **Policyholder** 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 the **Policyholder** is an individual, the **Policyholder's** individual loss of income, salary or wages resulting directly from their 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 the **Policyholder** 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 the **Policyholder** is an individual, the **Policyholder's** individual loss of income, salary or wages resulting directly from their 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 the **Policyholder** which arise from a **Dispute** between the **Policyholder** 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 the **Policyholder** to recover possession of **Premises** owned by the **Policyholder** 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 the **Company** 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 the **Company** which provided substantially the same employment cover.
- 3 Any **Dispute** arising from:
 - A) a material change or attempt to change the particulars of an **Employee's** contract; or
 - B) dismissal or redundancy of an **Employee**, unless advice was sought in advance of the change or attempted change from the **Company's** 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. The **Company** does not accept responsibility for failure of this service for reasons outside of the **Company's** control.
- 4 Any **Dispute** in connection with restrictive covenants contained within 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 the **Policyholder** 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

The **Company** will also indemnify the **Policyholder** in respect of:

- 1 any basic and/or compensatory award which the **Policyholder** 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 amounts 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 the **Policyholder's** obligation to make redundancy payments.

2 Prosecution Defence

What is covered

- 1 The **Policyholder's** representation or, at their 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 **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 other aerial device or watercraft.

3 Occupied Property

What is covered

- 1 The pursuit or defence of **Legal Proceedings** by the **Policyholder** relating to the possession, tenancy, or lease of freehold or leasehold premises occupied for commercial purposes by the **Policyholder**.
- 2 The pursuit of **Legal Proceedings** by the **Policyholder** 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 the **Policyholder**.

What is not covered

- 1 Any **Dispute** related to premises not advised to the **Company** by the **Policyholder** 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 the **Policyholder** 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 the **Policyholder** against a third party relating to a negligent act or omission or criminal **Damage** in respect of goods owned by the **Policyholder** or for which the **Policyholder** is 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 the **Policyholder** unless they are at such premises for installation or use in work to be carried out by the **Policyholder**.

5 Taxation Enquiries

What is covered

- 1 Response to an enquiry into the **Policyholder's** 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 the **Policyholder's** 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 the **Policyholder** 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 the **Policyholder** or any partner or director of the **Policyholder's** at the time such misstatement was made.

If such intent to deceive is shown the **Company** 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 the **Policyholder** 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 the **Policyholder** 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 the **Policyholder** 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 the **Policyholder** 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 the **Policyholder** following an event happening during the **Period of Insurance** in the course of the **Policyholder's Business** which causes bodily injury to the **Policyholder**.
- 2 At the **Policyholder's** request, the pursuit of compensation by any **Partner, Director, or Employee** of the **Policyholder** following an occurrence happening during the **Period of Insurance** in the course of the **Policyholder's Business** which causes bodily injury to any **Partner, Director, or Employee** of the **Policyholder**.
- 3 Where an occurrence causing bodily injury to an **Insured Person** in the course of the **Policyholder's 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 the **Policyholder** holds or is required to hold by law.

8 Contract Disputes

What is covered

- 1 The pursuit or defence of **Legal Proceedings** by the **Policyholder** 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 Any **Dispute** in respect of an amount of 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.
- 2 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.
- 3 Any **Dispute** involving recovery or payment of an undisputed debt.
- 4 Any **Dispute** in connection with the letting, tenancy, construction, extension, alteration, demolition, repair, renovation, or refurbishment of any premises.
- 5 Any **Dispute** in respect of a licence or franchise agreement.
- 6 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 the **Policyholder**.
- 7 Any **Dispute** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.
- 8 Any **Dispute** relating to actual or alleged defamation or malicious falsehood.
- 9 Any **Dispute** relating to determination by the **Policyholder** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
- 10 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
- 11 Any **Dispute** relating to **Damage** to any **Property** including loss of use of such **Property**.
- 12 The defence of **Legal Proceedings** alleging breach of any professional duty.

Claims Conditions

Notification

The **Policyholder** must notify the **Company** immediately in writing upon becoming aware of any **Legal Proceedings** or **Dispute** which may be covered under this Section of the **Policy**.

The **Company** will not make any payment in respect of **Legal Proceedings** or **Disputes** which are not notified in accordance with this requirement.

The **Company** 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, the **Policyholder** must notify the **Company** 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, the **Policyholder** must immediately forward Form ET1 to **Arc** together with Form ET3 (Notice of Appearance by Respondent), which should be left blank.

The **Company** will not make any payment in respect of **Legal Proceedings** or **Disputes** relating to employment where these requirements are not adhered to.

Observance

Where the **Policyholder** has requested that cover be provided in respect of any other **Insured Person**, the **Policyholder** is responsible for ensuring that such **Insured Person**:

- 1 is aware of and understands the applicable terms and conditions of this Section of the **Policy**; and
- 2 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 the **Policyholder** is claiming in the **Legal Proceedings**. **Legal Expenses** more than the damages that the **Policyholder** can claim from the **Policyholder**'s 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.

- 2 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 the **Company** as if consent had been given subject to all other terms, conditions, and exclusions of this **Policy**.

In no event will the **Company** 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.

- 3 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**.

The **Policyholder** 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 the **Company's** interest in the recovery of fees and disbursements.

- 4 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 the **Policyholder** may refer the matter to arbitration as set out under 'Arbitration' below.

- 2 Where the **Insured Person** has selected and appointed their own **Representative** the **Company** 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.

The **Company** will not pay **Legal Expenses** charged by a **Representative** chosen by the **Insured Person** for familiarising themselves with work already undertaken on the case.

The **Company** 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 **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 the **Policyholder's** 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 the **Policyholder** may refer the matter to arbitration as set under 'Arbitration' below.

Arbitration

If at any time the **Policyholder** ask for **Arc's** consent in respect of any matter and this is not given, the **Policyholder** may refer the matter to arbitration as set out below.

The arbitration shall be conducted by a barrister agreed upon by the **Policyholder** 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 the **Policyholder** shall not be recoverable under this **Policy**.

If the arbitrator determines that **Arc** should have given consent, then any **Legal Expenses** incurred by the **Policyholder** while consent was withheld will be repaid by the **Company** as if consent had been given.

Withdrawal

- 1 The **Company** may elect to pay the **Policyholder** an amount not exceeding the realistic estimated value of any claim instead of paying any **Legal Expenses**. Such a decision will be entirely at the **Company's** discretion and will be in full and final settlement of the claim.
- 2 Where the **Company** has provided an indemnity for **Legal Expenses** and the **Insured Person** withdraws from the **Legal Proceedings** without the **Company's** agreement, the **Company** 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 the **Company** 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 the **Company** 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 the **Company** 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 the **Company** shall have priority over any other parties with an interest in any costs' recovery. The **Insured Person** and the **Company** shall share such recovery according to the proportion paid, subject to the **Company's** 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**.

Failure to comply with this requirement will result in the **Company** 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 the **Company** shall be entitled to recover from such **Insured Person** any **Legal Expenses** which the **Company** incurred on their behalf in respect of such **Legal Proceedings**.

Insolvency of Policyholder

If the **Policyholder** is insolvent when a claim is notified or becomes insolvent during any **Legal Proceedings** to which the **Company** have given support, the **Company** have the right to refuse to admit a claim or immediately to withdraw its support from a claim. The **Policyholder** 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.

Definitions

The following terms have the meanings specified wherever used and shown in **Bold** type in this Section of the **Policy**.

Arc

The administrator appointed by the **Company** to manage claims under this 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.

Company

Intact Insurance UK Limited.

Employee

Any person under a contract of service or apprenticeship with the **Policyholder** in connection with the **Business**. This includes any trainee under the **Policyholder's** control in connection with a government approved training scheme.

Director

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

Dispute

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

Insured Person

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

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**, and

excluding any VAT which is recoverable by the **Policyholder** in respect of the sums above.

Legal Proceedings

The pursuit or defence of legal **Disputes** or **Disputes** about statutory decisions.

Limit of Indemnity

The amount stated in the **Policy** and/or **Schedule** as being the total amount the **Company** will pay in respect of any one event.

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 of time that the **Policy** is in force as shown in the **Policy Schedule**.

Policy

The terms and conditions of the contract including the **Policy** wording, **Policy Schedule**, endorsements, clauses and certificates.

Policyholder

The legal entity insured by the **Policy**.

Policy Schedule

The **Schedule** attaching to this **Policy**.

Representative

A solicitor or other qualified person approved by **Arc** to represent the **Insured Person** in **Legal Proceedings** in accordance with the terms of this Section of the **Policy**.

Territorial Limits

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

Transit Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The **Company** will by payment (or at the **Company's** option by repair, reinstatement or replacement) indemnify the **Policyholder** if any part of the **Property** suffers **Damage** within the **Territorial Limits** during any **Period of Insurance**.

The Insurance Provided

1 Despatched Free On Board (FOB)

while in transit as provided for in the **Schedule** until delivered on board the export steamer or aircraft at port or airport of shipment including temporary storage (for a period not exceeding 30 days or any such longer period specifically agreed by the **Company**) on quays, wharves or in warehouses (other than packers' warehouse) or sheds.

2 Despatched by Post, Rail or Road Carrier

while in the custody or control of the postal authority, railway board or any road carrier until delivered to the consignee's premises or in course of return transit to the **Policyholder's Premises**.

3 In the custody of the Policyholder's Travellers or Agents:

- A) while travelling on **Business** including while contained in vehicles;
- B) while deposited in any building not owned or occupied by the **Policyholder** but only in respect of **Damage** as a result of fire, explosion, water **Damage**, aircraft or articles dropped therefrom or theft involving entry to or exit from the building by forcible and violent means.

4 In Vehicles owned or operated by the Policyholder

while being loaded upon, carried by, temporarily housed upon or being unloaded from any such vehicle.

Provided that the liability of the **Company** in respect of any claim arising out of any one happening or **Event** shall not exceed the **Limits of Liability**.

Plus in addition to any of 3 or 4 above:

The **Company** will indemnify the **Policyholder** in addition to the **Limits of Liability** shown in the **Schedule** provided that vehicles owned or operated by the **Policyholder**, their Travellers or Agents are included in this insurance, in respect of:

1 additional costs reasonably incurred in:

- A) transshipping **Property** to another vehicle, delivering it to the original destination or returning it to the place of despatch following **Damage** to the **Property** or an accident to the conveying vehicle;
- B) removal of debris following **Damage** to the **Property** or an accident to the conveying vehicle;
- C) reloading onto any vehicle any **Property** if it falls from such vehicle:

Limit of Liability any one Event £10,000.

2 **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by the **Policyholder** or in the charge or control of the **Policyholder** whilst carried on any such vehicle,

Limit of Liability any one Event £10,000.

3 **Damage** to the personal effects belonging to the driver or attendant whilst carried by any such vehicle in the course of the employment of the driver or attendant with the **Policyholder**,

Limit of Liability any one Event
in respect of any one person £500.

Conditions

1 Underinsurance

- A) If the **Property** shall at the commencement of any **Damage** hereby insured against be collectively of greater value than the **Limit of Liability** then the **Policyholder** will be considered as being their own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.
- B) If the **Schedule** specifies the number of vehicles owned or operated by the **Policyholder** or the number of travellers or agents and at the commencement of any **Damage** hereby insured against the **Policyholder** owns or operates more vehicles or entrusts **Property** to more travellers or agents than shown then the **Policyholder** will be considered as being their own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

If both sub-clauses A) and B) above are applicable then the **Company** will pay the lesser of the amounts calculated under sub-clause A) and B) (less the **Policyholder's Contribution** and any applicable co-insurance).

Exclusions

1 Unattended Vehicle Security Requirements

(Applicable if shown in the Schedule and in respect of Vehicles owned or operated by the Policyholder or in the custody of the Policyholder's Travellers or Agents)

The **Company** shall not be liable for theft of or from any unattended vehicle unless at the time of theft:

A) Immobiliser

Any immobiliser and/or alarm system fitted to the vehicle was set in operation;

B) Keys

All keys were removed from the vehicle;

C) Enclosed Area

The stolen **Property** was contained within a fully enclosed area of the vehicle;

D) Unattended Vehicle

- i) all doors, windows and other openings were left closed, securely locked and properly fastened; and
- ii) entry or access to the vehicle was effected by forcible and violent means.

E) Overnight Requirement

Property left in or on any unattended vehicle for the night was protected in accordance with any other Vehicle Security Requirement(s) specified herein and the vehicle was either garaged in a building which was securely closed and locked or parked in a compound secured by locked gates;

F) Coinsurance

In the event of non-compliance with one or more of Vehicle Security Requirements A) to E), if specified in the **Schedule**, the **Company** agrees to provide indemnity subject otherwise to the **Policy** terms and conditions provided:

- i) that the **Policyholder** shall bear 20% of each and every agreed claim; and
- ii) that all drivers, attendants, travellers and agents have been instructed in writing prior to entrusting them with any **Property** or at inception of this **Policy** as to their responsibility for compliance with such Vehicle Security Requirements.

2 Climatic Conditions

The **Company** shall not be liable in respect of vehicles owned or operated by the **Policyholder** in respect of physical **Damage** to **Property** caused

by atmospheric or climatic conditions unless the **Property** was contained within a fully enclosed area of the vehicle or protected by vehicle sheets.

3 Despatches by Post, Rail or Road Carrier

The **Company** shall not be liable in respect of **Property** despatched by post, rail or road carrier:

- A) consigned to or from any address outside the **Territorial Limits**;
- B) originally despatched from outside the **Territorial Limits** unless such **Property** was unpacked and checked for quantity and quality prior to the commencement of any transit for which insurance is provided under this **Policy**;
- C) **Damage** caused by or arising as a result of insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers unless the labelling or addressing was carried out by a party other than the **Policyholder** or the **Policyholder's Employees** and such insufficiency, error or failure arose entirely without the **Policyholder's** knowledge.

4 Excluded Property

The **Company** shall not be liable in respect of:

- A) Excluded **Property**;
- B) **Hi-tech Equipment** unless shown as "Insured" in the **Schedule**.

5 Excluded Causes

The **Company** shall not be liable:

- A) for loss or **Damage** caused by or arising as a result of packing which was inadequate to withstand normal handling during transit;
- B) for **Property** carried by the **Policyholder** for hire or reward;
- C) for **Property** whilst being driven under its own motive power or whilst being towed on its own road wheels;
- D) for mechanical and/or electrical derangement or breakdown unless caused by or directly traceable to fire, lightning or collision or overturning of the conveying vehicle;
- E) for **Property** whilst being dismantled, erected, commissioned or tested;
- F) for loss, **Damage** or expense caused by or arising from depreciation, deterioration, mildew, mould, moth, vermin, ordinary wear and tear;
- G) inherent vice, latent defect or any characteristic of the **Property** which in itself causes or gives rise to loss or **Damage** unless caused by or directly traceable to fire, lightning or collision or overturning of the conveying vehicle;

- H) for loss of market, loss of profits, delay, business interruption, increased cost of working or loss of production and any other losses unless specifically stated in the **Policy**;
- I) for spillage, leakage, evaporation, loss of weight or shrinkage, unless caused by or directly traceable to fire, lightning or collision or overturning of the conveying vehicle.

6 Acts of Authorities

The **Company** shall not be liable for loss caused by, or contributed to by, or arising from destruction, **Damage**, confiscation, seizure, expropriation, nationalisation, detention or requisition by any central or local government or agency of such government.

7 Policyholder's Contribution

The **Company** shall not be liable for the **Policyholder's Contribution** being the first £25 of each and every claim (as ascertained after the application of the Underinsurance Condition) except in respect of **Property** despatched by post, rail or road carrier which shall be the first £10 of each and every claim.

8 Radioactivity and Bio-chemical weapons

The **Company** shall not be liable for any **Damage** caused by, or contributed to by, or arising from:

- A) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B) any weapon or device employing atomic or nuclear fusion and/or fusion or other like reaction or radioactive force or matter;
- C) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
 - i) nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - ii) radioactive matter, but not radioactive isotopes, other than nuclear fuel, where such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- D) any chemical, biological, biochemical or electromagnetic weapons.

9 Terrorism

The **Company** shall not be liable for any **Damage** or loss caused by, or contributed to by, or arising from **Terrorism**.

Definitions

1 Damage

Physical loss **Damage** or destruction.

2 Excluded Property

- A) Money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature;
- B) cash, credit, debit and/or charge cards;
- C) documents, business records and/or information represented and/or stored in electronic form;
- D) mobile telephones;
- E) portable satellite navigation equipment;
- F) microchips, microprocessors, central processing units, system boards, memory boards, memory, sound and/or video cards and components of a similar nature.

3 FOB (Free on Board)

As defined in International Commercial Terms (Incoterms®) 2010.

4 Hi-tech Equipment

- A) Lap-top and/or palm-top computers;
- B) plasma screens;
- C) electronic organisers, digital cameras, camcorders and/or any other hand held devices designed for the recording, transmission and/or playing of sound and/or images and/or for the storage, management, use or communication of information and/or **Data**.

5 Limit of Liability

The maximum amount the **Company** will pay under this Section of the **Policy** for any claim or series of claims arising out of any one **Event**.

6 Property

Property belonging to or for which the **Policyholder** is responsible incidental to the **Business**.

7 Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including sea or air transits between these territories.

8 Terrorism

Any act including the use of force or violence or the threat thereof, by 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 influence any government or to put the public or any section of the public in fear).

Deterioration of Stock Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Insurance Provided

In the event of **Damage** by **Deterioration** or putrefaction of stock:

- 1 stored in any **Temperature Controlled Chamber** detailed in the **Schedule**, which is permanently fixed at the **Premises**; or
- 2 stored in any temporary replacement **Temperature Controlled Chamber** (including the temperature controlled chamber compartment of a refrigerated vehicle) whilst at the **Premises** for up to 14 days; or
- 3 at the **Premises** and would have been placed in the **Temperature Controlled Chamber** if **Damage** to the **Temperature Controlled Chamber** had not occurred,

due to:

- A) the rise or fall in temperature resulting from any cause not hereunder excluded; or
- B) the action of refrigerant fumes which have escaped from the machine,

during any **Period of Insurance**, the **Company** will pay to the **Policyholder** the amount of such loss or **Damage** but not exceeding as far as each item is concerned the Sum Insured or in all the Total Sum Insured.

Automatic Reinstatement after a Loss

In consideration of the **Policyholder** agreeing to pay the **Company** an appropriate additional **Premium** the **Company** will automatically reinstate the Sum Insured in full after **Damage** as insured by the **Policy** has occurred subject to:

- 1 the cause of such loss or **Damage** being rectified before reinstatement of the Sum Insured is effective;
- 2 such reinstatement not applying to the original loss or **Damage** nor to any succeeding loss or **Damage** arising out of the same continuous cause;
- 3 the **Company** not giving the **Policyholder** notice within 30 days of the **Policyholder** reporting the loss or **Damage** to the **Company** that the **Company** will not reinstate the Sum Insured.

Underinsurance

The Sum Insured by each Item is separately but similarly subject to the following Condition:

If the Sum Insured on stock shall at the commencement of any loss or **Damage** be less than the value of such **Property** the **Policyholder** will be considered as being

their own insurer for the difference and shall bear a rateable share of the loss accordingly.

Extensions

1 Cleaning and Disinfection

If the **Company** accepts a claim for **Deterioration**, the **Company** will pay the cost of cleaning and disinfection of the **Temperature Controlled Chamber** up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

2 Disposal of Property Insured

If the **Company** accepts a claim for **Deterioration**, the **Company** will pay the cost of removing or disposing of **Deteriorated Property Insured** up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

3 Loss Prevention Measures

The **Company** will pay the cost of preventing or minimising actual or expected **Deterioration** of **Property Insured** which would have been insured under this Section up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

Provided that:

- A) **Deterioration** would be expected if such measures were not implemented;
- B) the **Company** is satisfied that **Deterioration** has been prevented or minimised by these measures;
- C) the cost will be limited to the cost of **Deterioration** which would have otherwise occurred;
- D) the expected **Deterioration** arises from a cause that could not be foreseen; and
- E) the terms, definitions, conditions, clauses and exclusions of this Section continue to apply as if the **Deterioration** had occurred.

Exclusions

This Section of the **Policy** does not cover:

1 Property Damage Covers

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

2 Deliberate Act

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 or from the wilful neglect of the **Policyholder**;

3 Loss of goodwill or other consequential loss

Of any nature whatsoever;

4 Policyholder's Contribution

The first £100 of each and every loss borne by the **Policyholder** or otherwise specified in the **Schedule** as ascertained after the application of the Underinsurance Condition;

5 Riot or civil commotion in Northern Ireland

6 Cyber and Data

any:

- A) **Cyber Loss** or;
- B) 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 **Temperature Controlled Chamber** where such **Damage** is caused by any of the following Defined Perils which directly results from a **Cyber Incident** or **Cyber Act**.

Defined Perils shall mean the following:

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

7 Age of Machine

Damage to the **Property Insured** arising from a machine that is more than 15 years of age.

8 Terrorism

Damage or 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 HM 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:

- A) influence any government or any international governmental organisation; or
- B) put the public or any Section of the public in fear.

In any action, suit or other proceedings where the **Company** alleges 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 the **Policyholder**.

9 Communicable Disease

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.

A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 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 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 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 a **Temperature Controlled Chamber**.

Definitions

1 Deterioration

An accidental detrimental change in condition.

2 Temperature Controlled Chamber

An insulated chamber that is artificially cooled or temperature controlled in order to preserve its contents.

Computer Equipment Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

If any of the **Property** described in the **Schedule** suffers **Damage** as a result of the Cover insured, the **Company** will in accordance with the provisions of the **Policy** pay to the **Policyholder**:

- 1 in respect of **Damage to Property**, the amount of loss or at the **Company's** option the cost to reinstate, repair or replace such **Property**;
- 2 in respect of Additional Costs of Working the amount of loss resulting from the interruption or interference with the **Policyholder's Business** caused by the **Damage**,

provided that:

- A) the **Company's** 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**;
- B) in respect of Additional Costs of Working a payment has been made or liability admitted for the **Damage** under a **Policy** covering the **Interest** of the **Policyholder** in the **Property**, or payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in such excluding liability for losses below a specified amount.

Cover

- 1 **Damage to Property** by any cause not otherwise excluded in this Section of the **Policy**.
- 2 Reinstatement of **Data** as a result of **Damage to Property**.
- 3 **Damage** where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the **Property**.
- 4 **Damage** to any item of **Property** caused by its own breakdown or derangement.
- 5 Additional Cost of Working as a result of **Damage to Property**.

The Insurance Provided

In respect of Damage to Property

In the event of **Damage** (subject to any exclusions) to **Property**, happening during the **Period of Insurance**, owned by or on **Deferred Purchase**, leased, hired or rented to the **Policyholder**, whilst situated or in transit anywhere in the world, the **Company** will pay to the

Policyholder the value of the **Property** at the time of its loss or destruction or the amount of the **Damage** or at its option the amount payable by the **Company** shall be **Reinstatement**.

Reinstatement shall mean:

- A) where any item of **Property** suffers **Damage** to the extent that it cannot be economically repaired replacement by new **Property** of equal performance or capacity or if such be impossible replacement by new **Property** having the nearest higher performance or capacity to the **Property** which has suffered **Damage**;
- B) where any item of **Property** otherwise suffers **Damage** the repair of the **Damage** and the restoration of the portion of **Property** suffering **Damage** to a working condition substantially the same as but not better or more extensive than its condition when new.

In respect of Additional Cost of Working

(if shown as operative in the **Schedule**)

If the operations of the **Business** are interrupted or interfered with due to the occurrence during the **Period of Insurance** of an **Event** of insured **Damage**, the **Company** will pay the additional expenditure necessarily and reasonably incurred by the **Policyholder** (including **Loss of Interest**) during the Indemnity Period in consequence of such interruption or interference but not exceeding that proportion of the sum insured which the Indemnity Period bears to the Maximum Indemnity Period.

In respect of Reinstatement of Data

Following **Damage** as Insured by this Section of the **Policy** to **Data** the **Company** will pay the costs necessarily and reasonably incurred by the **Policyholder** to reinstate such **Data** 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 the **Policyholder** or any other party, even if such **Data** cannot be recreated, gathered or assembled,

Provided that the liability of the **Company** shall not exceed £10,000 in respect of any one **Event**.

Underinsurance

If at the time of **Reinstatement** the sum which would have been incurred in reinstating the whole of the **Property** exceeds the Sum Insured thereon at the commencement of any **Damage** the liability of the **Company** shall not exceed that proportion of the amount of the **Damage** which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the **Property** at that time.

Limit of Liability

The liability of the **Company** shall not exceed:

- 1 in any **Period of Insurance** the Sum Insured set against this Section or in respect of any item its Sum Insured or any other **Limit of Liability** as stated in the **Schedule**;
- 2 10% of the Sum Insured set against this Section in the **Schedule** or £100,000 in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause whichever is less whilst the **Property** is in transit or located outside the United Kingdom;
- 3 £5,000 in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause in respect of theft from unattended vehicles.

In the event that the **Policyholder** consists of more than one party or legal entity the liability of the **Company** shall not exceed the amount for which the **Company** would have been liable had such **Damage** been sustained by any one of the **Policyholder** parties or legal entities.

Conditions

1 Maintenance and Back-up

The **Policyholder** shall:

- A) maintain the **Property** in good order and efficient operating condition; and
- B) observe the manufacturer's or supplier's instructions for use, operation, storage, transit and inspection of the **Property**; and
- C) back up information (other than software programs) at least once every 24 hours, verify and store taking all reasonable precautions in its safe storage and separately maintain one **Verified Back-up Copy** at least once every seven days in a location away from the **Premises**; and
- D) maintain one **Verified Back-up Copy** and up-to-date set of software programs in a separate location away from the **Premises**; and
- E) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession.

2 Residual Breakdown

In the event of **Damage** to **Property** other than **Property** hired in by the **Policyholder** due to its own breakdown or derangement, such item at the time of the **Damage** must be the subject of a maintenance, rental, hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use.

3 Unattended Premises

The **Premises** must not be left unattended unless:

- A) the 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) police response to alarm calls has not been withdrawn;
- C) all locks bolts and other protective devices are in full and effective operation;
- D) all keys (including those relating to any part of the **Intruder Alarm** system) are removed from the **Premises** or placed in a locked safe or strong room the keys to which are removed from the **Premises**;
- E) all portable items of computer equipment, including but not limited to laptop computers, palmtop computers digital cameras and digital projectors insured under this **Policy** are locked in cupboards drawers or other secure storage the keys for which must be removed from the **Premises**.

4 Unattended Vehicle Security

In respect of this Section of the **Policy** while any **Property** is being carried in a vehicle which is left unattended:

- A) any such vehicle must be protected by an **Intruder Alarm** system which is in full and efficient working order and which will operate in the event of interference with the vehicle;
- B) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened;
- C) the vehicle must be in a locked garage or locked parking area if left overnight;
- D) the **Property** must be concealed from view in a locked boot or covered luggage compartment.

Extensions

Where the cover provided by the Additional Cost of Working item in this Section of the **Policy** is hereby extended under more than one of the extensions, only one **Limit of Indemnity**, being the largest applicable, will be available to the **Policyholder** in respect of the loss

The cover provided by this Section of the **Policy** is extended to include the following:

1 Accidental Discharge of Gas Flooding Systems

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the **Property** arising out of the accidental discharge of such system.

Provided that the amount payable in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed £50,000.

2 Additional Property

Additions to the **Property** occurring after the commencement of the **Period of Insurance**, for the period up to the next renewal date, subject to a limit of 20% of the Sum Insured under the Computer Equipment Insurance Section or up to £250,000 in total in any one **Period of Insurance**, whichever is less.

3 Automatic Restoration of Sum Insured

If any of the **Property Insured** described in the **Schedule** suffers **Damage** at the **Premises** insured by any of the **Covers** other than by Theft the sum insured in respect of the **Property Insured** shall be reduced in whole or in part by the amount of any such **Damage**.

In the absence of written notice by the **Policyholder** or the **Company** to the contrary following the occurrence of any **Damage**, the **Company's** liability shall not be reduced by the amount of any loss.

Provided that:

- A) where the amount of the loss exceeds £10,000 the **Policyholder** shall pay the appropriate additional **Premium** for such automatic reinstatement of cover if required by the **Company**;
- B) the **Company** will not be liable in respect of any one **Event** for more than the **Policy** Limit sum insured or other **Limit of Liability** applicable to the Computer Equipment Insurance Section;

C) any **Limit of Liability** described as applying in the aggregate during the **Period of Insurance** shall not be reinstated;

D) the **Policyholder** shall take immediate steps to effect the additions to or variations in the protections of the **Property** Insured as the **Company** may require.

4 Computer Virus Seek and Destroy

Notwithstanding Exclusion 4 to this Section of the **Policy** cover under this Extension only will include the following.

Costs and expenses necessarily and reasonably incurred with the consent of the **Company** in locating and removing a detectable **Virus or Similar Mechanism** contained in any **Data** within the **Property**.

Provided that the total amount payable under this Extension shall not exceed 10% of the total Sum Insured as stated in the **Schedule** under the **Property Damage** Computer Equipment and Additional Cost of Working items or £5,000 in total and in the aggregate in any one **Period of Insurance** whichever is the less in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause.

5 Consulting Engineers' Fees, Repair Investigation Costs

Costs (including consulting engineers' fees) incurred with the prior consent of the **Company** in conducting investigations or tests into possible repair, replacement or reinstatement of **Property** suffering **Damage** regardless of whether such investigations or tests are successful or not.

Provided that the amount payable in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed £50,000.

6 Cost of Recovery

Costs of employing specialist investigators to aid the recovery of stolen or lost **Property** insured that contains confidential or secret **Data** or information, provided that the **Company** is satisfied that the cost of employment of investigators is necessary and reasonable to protect the **Policyholder** against legal prosecution or commercial embarrassment resulting from the loss.

Provided that the amount payable under this Extension shall not exceed £10,000 in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause.

7 Debris Removal Costs

Costs necessarily and reasonably incurred with the consent of the **Company** in the removal of the portion or portions of the **Property** suffering **Damage**.

Provided that the liability of the **Company** under this Extension shall not exceed 10% of the Sum Insured stated in the **Schedule** under the Computer Section or £50,000 in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause, whichever is less.

8 Denial of Access (Damage)

The cover provided by the Additional Cost of Working item in this Section of the **Policy** is extended to include loss resulting solely and directly from an interruption to the **Business** caused by the prevention of access to the **Policyholder's Premises** or part thereof solely and directly as a result of **Damage** to **Property** within 1,000 meters of the **Policyholder's Premises** but excluding **Damage** to **Property** of any supply undertaking which supplies electricity gas water or telecommunications services to the **Policyholder's Premises**.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 Months and will apply from the date on which the **Damage** to **Property** which caused the prevention of access first occurred.

The maximum amount payable during one **Period of Insurance** under this Extension for any one **Premises** and in the aggregate is £25,000.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- A) which would not have arisen if this Extension did not apply; or
- B) greater than that for which it would have been liable if this Extension did not apply.

9 Denial of Access (Non-Damage)

The cover provided by the Additional Cost of Working item in this Section of this **Policy** is extended to include the prevention of access to the **Policyholder's Premises** or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at the **Policyholder's Premises** or only within (and not beyond) 1,000 metres of the **Policyholder's 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.

Provided that the **Company** will not be liable for:

- 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 the **Policyholder's Premises** was prevented;
- 3 any prevention of access to the **Policyholder's Premises** as a result of **Damage**, or arising from any cause within the direct control of the **Policyholder** 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 or drought.

No cover is provided under this Extension for 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 the **Policyholder's Premises**.

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 first prevented access to the **Policyholder's Premises** or part thereof.

The maximum amount payable in the aggregate during one **Period of Insurance** under this Extension is £25,000.

The **Company** will not, under any other Section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

- A) which would not have arisen if this Extension did not apply; or
- B) greater than that for which it would have been liable if this Extension did not apply.

10 Failure of Supply

The cover provided by the Additional Cost of Working item in this Section of this **Policy** is extended to include the accidental failure or fluctuation for a period exceeding 30 minutes of the public supply of the supply authority's service feeders, at any

premises in which the **Property** is situated, not caused by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property. The maximum amount payable in the aggregate during one **Period of Insurance** under this Extension is £25,000.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 months.

11 Failure of Supply - Telecommunications

The cover provided by the Additional Cost of Working item in this Section of this **Policy** is extended to include the accidental failure for a period exceeding eight hours of any telecommunications system used in connection with the **Property** not occasioned by:

- A) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees;
- B) the use by the **Policyholder** of machinery and equipment that is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system;
- C) failure of any satellite prior to its obtaining its full operating function or whilst in or beyond the final year of its design life;
- D) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite.

The maximum amount payable in the aggregate during one **Period of Insurance** under this Extension is £25,000.

For the purpose of this Extension only the Maximum Indemnity Period shall not exceed 12 months.

12 Incompatibility of Computer Records

Costs of:

- A) modification of computer equipment; or
- B) reinstatement, recompilation or replacement of computer records together with reinstatement of programs including information thereon (whichever is the lesser) to achieve compatibility in the event that loss or destruction of computer equipment insured by this Section of the **Policy** has resulted in undamaged computer records being incompatible with the replacement computer equipment provided that cover is

provided under the Additional Cost of Working item in the **Schedule** if insured.

Provided that the amount payable in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed £50,000.

13 Research and Development Costs

Costs of re-writing any **Data** processing, research or development project(s) to the stage they had reached immediately prior to the **Damage** but excluding any benefit to the **Policyholder** which would have been obtained from completion of the project(s) had the **Damage** not occurred.

Provided:

- A) cover is provided under the Additional Cost of Working item in the **Schedule** if insured; and
- B) that the amount payable shall not exceed the Sum Insured as stated in the **Schedule** under the Additional Cost of Working item if insured or £5,000 in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause, whichever is less; and
- C) that the **Policyholder** has fully complied with the **Policy** conditions detailed under Special Condition – Special Precautions regarding back-ups.

14 Temporary Repairs Expediting Costs

Costs necessarily and reasonably incurred:

- A) in the making of temporary repairs to; or
- B) expediting of the repair, reinstatement or replacement of,

Property which suffered **Damage** covered by any other policy issued for the benefit of the **Policyholder**.

Provided that the liability of the **Company** under this Extension in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed £50,000.

15 Waste Electrical and Electronic Equipment Disposal Costs

Costs necessarily and reasonably incurred with the consent of the **Company** in the disposal of **Property** which has suffered **Damage** as per The Waste Electrical and Electronic Equipment (Amendment) Regulations 2009.

Provided that the liability of the **Company** under this Extension shall not exceed £10,000 in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause.

Exclusions

This Section of the **Policy** does not cover:

1 Buildings of Non-standard Construction

Damage to Property whilst situated at the **Premises** occurring whilst such **Property** is situated in a portacabin, timber building or building of a temporary nature.

2 Corrosion or Erosion

Damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this Exclusion shall not apply to **Damage** to any other part of the **Property** free from such corrosion or erosion.

3 Denial of Service Attacks

This **Policy** does not cover interference with electronic means of communication used in the conduct of the **Business** including but not limited to any diminution in the performance of any website or electronic means of communication.

4 Cyber and Data

except to the extent provided by Extension 4 Computer Virus Seek and Destroy any:

- A) **Cyber Loss** or;
- B) 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 the **Policyholder's Business** caused by such **Damage to Property** insured where such **Damage** is caused by any of the following Defined Perils which directly results from a **Cyber Incident** or **Cyber Act**.

Defined Perils shall mean the following unless otherwise excluded by this **Policy**:

Fire, Lightning, Aircraft, Explosion, Earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft.

5 Financial Loss

Any loss that arises directly or indirectly of any kind whatsoever not specifically insured by this Section of the **Policy** including financial loss, loss of profits, loss due to delay or any consequential loss, lease, hire, rent, loan or sale, **Damage to any Property** which is:

- A) offered or to be offered for lease, hire, rent or loan by the **Policyholder**;
- B) leased, hired, rented or lent by the **Policyholder** to others;
- C) offered or to be offered for sale or sold by the **Policyholder** where the sale of such **Property** is in the course of the **Business** of the **Policyholder**.

6 Flood

Damage occurring in the Netherlands caused by flood.

7 Incorrect Storage

Any cost incurred in consequence of the failure of the **Policyholder** to comply with the manufacturer's recommendations relating to the storage of the property described in items D) and E) of the Property definition within this Section.

8 Intruder Alarm

Damage by theft at any **Premises** where:

- A) the **Policyholder** has knowingly and wilfully failed to maintain the **Intruder Alarm** protection; or
- B) all of the following apply;
 - i) an **Intruder Alarm** is a requirement of cover and is shown in the **Schedule**;
 - ii) the **Premises** are unattended;
 - iii) the maintenance and efficacy of the **Intruder Alarm** are the **Policyholder's** responsibility;
 - iv) the failure of the **Intruder Alarm** is a major contributor to **Damage**;
 - v) the **Company** has not been informed of the absence of alarm protection.

9 Lease, Hire, Rent, Loan or Sale

Damage to any Property which is:

- A) offered or to be offered for lease, hire, rent or loan by the **Policyholder**;
- B) leased, hired, rented or lent by the **Policyholder** to others;
- C) offered or to be offered for sale or sold by the **Policyholder** where the sale of such **Property** is in the course of the **Business** of the **Policyholder**.

10 Maintenance Agreement

Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the **Property**.

11 Policyholder's Contribution

The **Policyholder's Contribution** stated in the **Schedule** being the first part of each and every claim to be borne by the **Policyholder** as ascertained after the application of all other terms and conditions of this **Policy**.

12 Pollution or Contamination

Damage consisting of or caused by any form of pollution or contamination except **Damage** caused by pollution or contamination that itself results from **Damage** as insured under this Section of the **Policy**.

13 Pre-commissioning Damage

Damage occurring prior to successful completion of commissioning.

14 Property of Others

Damage to any **Property** which is not owned, leased rented or hired to the **Policyholder** whilst in the custody or control of the **Policyholder** for programming, repair, service adjustment, alteration, storage or transit purposes.

15 Terrorism

Damage or 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 HM 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:

- A) influence any government or any international governmental organisation; or
- B) put the public or any Section of the public in fear.

In any action, suit or other proceedings where the **Company** alleges 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 the **Policyholder**.

16 Underground Risks

Damage occurring underground and any recovery costs and abandonment.

17 Unproven Software

Any cost incurred in consequence of the use by the **Policyholder** of software on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

18 Use in Water and Air

Damage to the **Property** other than on dry land or in transit by scheduled air or sea services.

19 Wear and Tear

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the **Property** but this Exclusion shall not apply to **Damage** to any other part of the **Property** free from any such condition.

Definitions

1 Deferred Purchase

an arrangement whereby the **Policyholder** enters into an agreement which entitles the **Policyholder** to defer payment for **Property** for a period in excess of usual trade credit.

2 Loss of Interest

- A) **Interest** payable in respect of loans raised,
- B) **Interest** foregone on reduction in investment capital in lieu of loans raised as a direct result of or to minimise the effect of the interruption or interference.

3 Property

(**Property Insured** in respect of Terrorism Insurance if operative):

- A) computer equipment comprising desk top personal computers, lap-top computers, personal digital assistants, palm-top computers, digital cameras, smart phones, mobile phones, digital projectors, audio and visual equipment, televisions and visual display units and other electronic media presentation equipment, removable satellite navigation devices, electronic point of sale equipment, computerised telephone systems, electronic access equipment;
- B) all other computer equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed **Data** but excluding:
 - i) computers which are an integral part of any item of process or production machinery;
 - ii) fixed vehicle satellite navigation systems.
- C) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, anti-theft devices which have been approved by the **Company**, gas flooding equipment and pipework and computer room partitioning;
- D) programs and/or information stored upon fixed discs;

- E) all current and back-up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information thereon owned by or leased, hired or rented to the **Policyholder** or for which the **Policyholder** is responsible.

4. Reinstatement of Data

The costs of copying **Data** from a **Verified Back Up Copy** or from originals of a previous generation.

5 Verified Back Up Copy

Data stored on back-up media where the **Data** has been checked for accuracy. The process must demonstrate that the **Data** created and stored on the back-up media is an exact copy of the original source **Data** to ensure that **Data** can be restored from back-up media.

Machinery Breakdown Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Insurance Provided

In the event of **Property** owned by the **Policyholder** or for which they are responsible suffering **Damage** whilst situated anywhere within the **Territorial Limits** during the **Period of Insurance** the **Company** will in accordance with the provisions of this Insurance pay:

- 1 in respect of **Property** which at the time of **Damage** is less than or equal to two years old from the date of sale as new the cost of **Reinstatement**;
- 2 in respect of **Property** which at the time of **Damage** is greater than two years old from the date of sale as new, the value of the **Property** at the time of the **Damage** or the cost of repair of the **Damage** to a condition substantially the same as but not better or more extensive than the condition at the time of the **Damage** or at the option of the **Company** the cost of **Reinstatement** or replacement of such **Property**,

plus

such additional cost of **Reinstatement** as may be incurred in complying with Building Regulations or local authority or statutory requirements, provided that:

- A) the **Company's** liability in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed any **Limit of Liability** or Sum Insured stated in the **Policy**;
- B) where **Damage** occurs to only part of the **Property** the **Company's** liability shall not exceed the amount that the **Company** would have been liable to pay had the **Property** been wholly destroyed.

Where the basis of payment is to be **Reinstatement**, payment of **Reinstatement** shall not be made:

- 1 unless **Reinstatement** commences and proceeds without unreasonable delay;
- 2 until **Reinstatement** has been carried out.

3 Costs of Replacement Equipment

In the event of **Damage** to **Property** for which liability is admitted under this Section of the **Policy** the **Company** will also pay the cost of hiring charges incurred by the **Policyholder** for the necessary hire of substitute **Property** of a similar type and capacity until repair or replacement of the **Property** suffering **Damage** has been effected;

Provided that:

- A) the liability of the **Company** for the cost of such hiring charges under this Extension shall not exceed £5,000 in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause;
- B) in addition and subject to the Sum Insured any **Property** in respect of which such hiring charges are payable under this Extension shall be insured to the same extent as the **Property** which suffered **Damage**.

Provided that:

the insurance shall not apply beyond the period of hire to which the **Company** payment of hiring charges relates.

4 Payment on Account

Where liability under this Section of the **Policy** is admitted the **Policyholder** shall be entitled to receive payment(s) as agreed between the **Policyholder** and the **Company** in advance of final settlement.

Underinsurance

If at the time of **Reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** exceeds the Sum Insured at the commencement of any **Damage**, the liability of the **Company** shall not exceed that proportion of the amount of the **Damage** which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the **Property** at that time.

Condition

1 Special Precautions

The **Policyholder** shall maintain the **Property** in efficient condition and fit for its purpose and shall ensure that any **Property** requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

Extensions

1 Temporary Removal

The cover provided by this Section of the **Policy** also applies whilst the **Property** is temporarily located at premises or working sites in the European Community or European Free Trade Area for the purpose of repair, maintenance, overhaul or inspection of the **Property** including transit between its location within the **Territorial Limits** and such temporary locations.

Provided that:

the **Company's** liability under this Extension shall not exceed £25,000 during transit by sea or air in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause.

2 Additional Property

Any additional **Property** owned by or leased to the **Policyholder** of a similar class, type, function and capacity to the **Property** described in the **Schedule** is deemed to be included in this **Policy** once installation is completed and the **Property** is handed over to the **Policyholder** and is ready to commence normal working.

Provided that:

- A) such **Property** is suitable for service free from material defects and in sound working condition;
- B) such **Property** shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled;
- C) such **Property** shall be covered only to the same extent as similar items of **Property** described in the **Schedule**;
- D) if any such **Property** proves to be unacceptable to the **Company** the insurance on that part of the **Property** shall terminate from the date of notification to the **Policyholder**.

3 Temporary Repairs or Expediting Costs

In respect of each claim for **Damage** for which cover is provided by this Section of the **Policy** the **Company** will pay the reasonable cost (if previously approved by the **Company**) of effecting temporary repair and of expediting permanent repair of such **Damage**.

Provided that:

the **Company's** Limit of Liability under this Extension shall not exceed £20,000.

4 Debris Removal

Subject to the Sum Insured stated in the **Schedule** the **Company** will pay for costs incurred with the **Company's** consent in the removal of **Property** consequent upon **Damage** for which cover is provided by this **Policy** but excluding any costs or expenses arising from pollution or contamination of **Property** not covered by this **Policy**.

5 Measures taken in Avoidance of Damage

Subject to the terms and Conditions of this Section of the **Policy** and the Sum Insured stated in the **Schedule** the **Company** will pay reasonable costs incurred by the **Policyholder** in taking exceptional measures to avoid or mitigate impending **Damage** for which cover is provided by this Section of the **Policy**.

Provided that:

- A) the impending **Damage** does not stem from any defect within any **Property**; and
- B) **Damage** would be reasonably expected in the absence of such measures; and
- C) the **Company** is satisfied that **Damage** has been avoided or reduced in consequence of the measures taken.

6 Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this **Policy**) must conform to BS7121 specification for multiple lifting.

Exclusions

This Section of the **Policy** does not cover:

1 Terrorism

Damage or 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 HM 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:

- A) influence any government or any international governmental organisation; or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where the **Company** alleges 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 the **Policyholder**.

2 Cyber and Data

any:

- A) **Cyber Loss** or;
- B) 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:

- 1) subsequent **Damage** to **Property** directly caused by the fracturing of any part of the **Property** by frost when such fracture renders that part of the **Property** inoperative where such **Damage** directly results from a **Cyber Incident** or **Cyber Act**.
- 2) **Damage** to **Property** and any **Damage** to **Data** that itself arises directly as a result of breakdown of **Property** arising solely and directly as a result of a **Cyber Incident** involving operator error in respect of use of **Data** only and provided always

that the liability of the **Company** shall not exceed £10,000 in total in any one **Period of Insurance**.

3 Testing, Overloading and Repair

Damage caused by and occurring during testing or intentional overloading of the **Property** except for **Damage** caused by and occurring during the checking of the correct working of the **Property** or during the checking of safety installations in connection therewith during the normal operations of the **Property**.

4 Fire

Damage caused by fire howsoever the fire may have been caused.

5 Explosion

Damage caused by explosion.

6 Collapse

Damage caused by the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues).

7 Rubber Tyres

Damage to rubber tyres unless such **Damage** arises out of an accident for which cover is provided under this **Policy** to other parts of the **Property** or unless such **Damage** arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable.

8 Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) **Damage** caused by pollution or contamination which itself results from any **Damage**.

9 Corrosion or Erosion

Damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this Exclusion shall not apply to **Damage** to any other part of the **Property** free from such corrosion or erosion.

10 Wear and Tear

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the **Property** but this Exclusion shall not apply to **Damage** to any other part of the **Property** free from any such condition.

11 Other Damage

- A) scratching of painted or polished surfaces,
- B) **Damage** to non-metallic protective linings, pipes or hoses, and driving or conveyor belts and batteries,
- C) **Damage** to ropes (other than **Damage** resulting in complete severance),

unless forming part of other **Damage** for which cover is provided by this Section of the **Policy**.

12 Financial Loss

Loss of any kind whatsoever not specifically covered by this **Policy** including financial loss of profits, loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this **Policy**.

13 Building Regulations

- A) the cost of complying with Building Regulations or local authority or statutory requirements:
 - i) relating to undamaged **Property** or undamaged portions of **Property**;
 - ii) under which notice has been served prior to **Damage**;
- B) any rate, tax, duty, development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements.

Definitions**1 Damage**

physical loss, destruction or **Damage** including any resultant loss of coolant, lubricant or insulant, refrigerant or brine due to:

- A) the actual failure, breaking, distortion or burning out of any part of the **Property** whilst in use arising out of:
 - i) mechanical or electrical defects in the **Property**;
 - ii) failure or fluctuation of electricity supply;
 - iii) **Damage** caused by the error or omission of the operator(s) during the normal operation of the **Property** other than in respect of any failure to maintain;
- B) the fracturing of any part of the **Property** by frost when such fracture renders that part of the **Property** inoperative.

2 Property

all integral parts of any item of machinery and plant described in the **Schedule** but excludes even if

integral to the **Property** (unless specifically stated as being covered):

- A) chimneys, masonry, brickwork, foundations, racking shelving and supporting structures;
- B) computer or **Data** processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process);
- C) office equipment including but not limited to communications or alarm systems, vending machines, games machines, typewriters, adding machines, calculators, facsimile machines and equipment for the printing or reproduction of documents or other records;
- D) any item or part of equipment sold supplied processed serviced, manufactured or stored in the course of the **Policyholder's** trade or **Business**;
- E) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation;
- F) vehicles other than purpose-built lifting and handling machinery;
- G) the contents of the machinery;
- H) machinery and plant of a prototypical or experimental or novel nature in use or application.

3 Reinstatement

- A) where any item of **Property** suffers **Damage** to the extent that it cannot be economically repaired replacement by new **Property** of equal performance or capacity or if such be impossible replacement by new **Property** having the nearest overall performance or capacity to the **Property** which has suffered **Damage**,
- B) where any item of **Property** otherwise suffers **Damage** the repair of the **Damage** and the restoration of the portion of **Property** suffering **Damage** to a working condition substantially the same as but not better or more extensive than its condition when new.

4 Territorial Limits

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

General Exclusions

(Exclusions not applicable to the whole Policy are shown in the individual Insurance Section.)

The Company shall not be liable for:

1 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.

2 War and Allied Risks

(except Liability Insurance Section 1 – Employers' Liability)

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 will not apply to **Damage** to the **Property** from or occasioned by the detonation of munitions of war or parts thereof within 1 mile of the **Premises** provided that the presence of such munitions does not result from a state of war current at the time of **Damage**.

3. Disease

(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance, Deterioration of Stock Insurance and Legal Expenses Insurance)

- A) Subject to clause B) and notwithstanding anything in this **Policy** to the contrary and except to the extent expressly provided by the Specified Disease Extension to the Property Damage and Business Interruption Insurance Section herein this **Policy** does not cover 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:
 - i) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites; or
 - ii) any disease arising from any such pathogen or microorganism; or
 - iii) the threat or fear (actual or perceived) of i) or ii).
- B) Clause A) does not exclude any cover otherwise provided by this **Policy** for:
 - i) **Damage** which itself results from a Defined Peril caused by any of sub-clauses A) i) to iii);
 - ii) loss due to interruption or interference with the **Business** of the **Policyholder** directly caused by such **Damage**.

For the purposes of this clause a Defined Peril shall mean the following Covers only unless otherwise excluded by this **Policy**: Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft.

General Conditions

It is a requirement of the **Company** that the following **Policy** Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to **Employees**.

Applicable to the whole **Policy** unless otherwise stated:

1 Alterations

This **Policy** shall be terminated if:

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued; or
- B) the **Policyholder's Interest** ceases otherwise than by death; or
- C) any alteration is made either in the **Business** or in the **Premises** or **Property** therein or any other circumstances whereby the risk is increased unless otherwise stated,

at any time after the commencement of this **Policy** unless its continuance be admitted by the **Company** and in respect of 1 C) the **Company** agree not to terminate the **Policy** provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this **Policy** the **Company** would not have entered into this **Policy** on any terms;
- ii) the **Policyholder** shall pay an appropriate additional **Premium** if required by the **Company** with effect from the date of the alteration;
- iii) the **Company** shall be entitled to impose appropriate additional terms, other than **Premium**, with effect from the date of the alteration.

2 Adjustment

If any part of the **Premium** or renewal **Premium** is based on estimates provided by the **Policyholder**, the **Policyholder** shall keep an accurate record containing all relevant particulars and shall allow the **Company** to inspect such record.

The **Policyholder** shall within one month after the expiry of each **Period of Insurance** provide such information as the **Company** may require.

The **Premium** or renewal **Premium** shall be adjusted and the difference paid by or allowed to the **Policyholder**.

3 Contribution

- A) **Applicable to Property Damage, Business Interruption, Transit, Deterioration of Stock, Computer Equipment and Machinery Breakdown Insurances only:**

If at the time of any claim, there is any other insurance covering the **Policyholder's Interest** in the **Property Damaged**, the **Company's** liability under this **Policy** shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

In respect of **Property** Damage and Transit only:

- i) if any such other insurance is subject to any Underinsurance Provision, this **Policy**, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner;
- ii) if any other insurance effected by or on behalf of the **Policyholder** is expressed to cover any of the **Property** insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or in part or from contributing rateably to **Damage**, the **Company's** liability shall be limited to such proportion of the **Damage** as the Sum Insured bears to the value of the **Property**.

B) Applicable to Liability Insurance

Other than in respect of Extension 5 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence of this **Policy** there would be any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this **Policy** not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the **Company** will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this **Policy** it would have been provided by such insurance.

C) Applicable to Fidelity Insurance

If a loss is covered partly under this **Policy** and partly under a prior policy issued by another insurer, provided payment has been made or agreed to be made under such prior policy, the contribution applicable under this **Policy** shall be reduced by the contribution actually applied under such prior policy.

D) Applicable to Legal Expenses Insurance

Please refer to item 13 of What is not Covered of the Legal Expenses Insurance Section.

4 Legal Representation

Where the **Company** provides its consent to indemnify the **Policyholder** in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity:

- A) the **Policyholder** is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs);
- B) the **Company** will choose an appropriate representative (be it solicitor or otherwise) to act on the **Policyholder's** behalf in respect of a claim for indemnity under all other Sections.

The **Company** will provide the **Policyholder** with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the **Policyholder** wishes to appoint its own representative the **Policyholder** shall provide prior notification of its intention to do so and seek the **Company's** written consent.

The **Policyholder** agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be) to apply; and
- ii) the terms and conditions of such appointment shall be subject to the **Company's** prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the **Policyholder's** representative the **Policyholder** agrees that the **Company** will have the option to audit any files for the purpose of assessing the costs claimed.

5 Reasonable Precautions

- A) **Applicable to the whole Policy other than Liability Insurance, Money Insurance - Section 2 Personal Injury (Robbery) and Personal Accident Insurance**

The **Policyholder** at their own expense shall:

take all reasonable precautions to prevent or diminish **Damage** or any occurrence or cease any activity which may give rise to liability under this **Policy** and to maintain all **Property** insured in sound condition.

B) Applicable to Liability Insurance

The **Policyholder** at their own expense shall:

- i) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this **Policy** and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition:
- ii) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

C) Applicable to Money Insurance - Section 2 Personal Injury (Robbery) and Personal Accident Insurance

The **Policyholder** and each **Insured Person** must take all reasonable steps to prevent injury.

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

6 The Company's Liability

For all purposes, including but not limited to the application of the Sums Insured, Limits, **Limits of Liability** or **Limits of Indemnity** and consideration of when and how the **Policy** will respond, all parties included in the definition of the **Policyholder** in the **Schedule**, shall constitute one **Policyholder**, or one party or legal entity, so that there will be only two parties to the contract of insurance between the **Policyholder** and the **Company**.

General Definitions

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance Section.

Business

The Business Description of the **Policyholder** as stated in the **Schedule**.

Business Premises

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

Company

Intact Insurance UK Limited.

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 the **Policyholder** or by any other party.

Covers

The active efficient causes of **Damage** including excluded causes.

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

- 1 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
- 2 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** 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.

Damaged

Physically lost destroyed or damaged.

Data

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

Event

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

Interest

Where loss, damage or injury would cause financial loss to the **Policyholder**.

Intruder Alarm

Intruder alarm including all lines and equipment used to transmit the signals to and from the **Premises**.

Limit of Indemnity

The amount stated in the **Policy** and/or **Schedule** as being the total amount payable by the **Company** in respect of any one **Event**.

Limit of Liability

The maximum amount the **Company** will pay under the **Policy** for any claim or series of claims arising out of any one **Event**.

Period of Insurance

The period of time that the **Policy** is in force as shown in the **Schedule**.

Policy

The terms and conditions of the contract including the Policy wording, **Schedule**, Endorsements, Clauses and Certificates.

Policyholder

The legal entity insured by the **Policy**.

Policyholder's Contribution

The first monetary amount of any claim borne by the **Policyholder** after the application of all other terms and conditions as described in the relevant Section.

Premises

The premises owned, occupied, leased or rented by the **Policyholder** as stated in the **Schedule**.

Premium

The monetary amount paid or payable by the **Policyholder** for coverage under the **Policy**.

Property

The material assets owned by the **Policyholder** or those material assets for which they are legally responsible.

Designation of property where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the **Policyholder's** books.

Schedule

The statement of details specific to the **Policyholder** forming part of the **Policy**.

Virus or Similar Mechanism

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 System**, **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.

Working Hours

The period during which the **Premises** are actually occupied for the purposes of the **Business**.

Personal Information

Data privacy is important to the **Company**, and they are committed to ensuring that personal data is protected. The **Company's** Privacy Notice details how they collect, use, share, and protect personal data. This can be found by going to the **Company's** website. intactinsurance.co.uk/privacy-notice

The **Policyholder** can obtain a printed copy of the full notice (a large text version is available), by contacting the **Company**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

The **Company** obtains the personal data of the **Policyholder** and that of any joint policyholders or other parties who may be covered by this **Policy** from the **Policyholder** or those individuals themselves, the **Policyholder's** insurance broker if they 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.

The **Company** uses personal **Data** for a number of different purposes, for example to:

- manage the 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 legal and regulatory requirements.

The **Company** 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, the **Company** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist the **Company** in the administration of the **Policyholder's** application, quotation and/or **Policy** or help the **Company** to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil the **Company's** legal, commercial, and regulatory obligations.

The **Company** will retain the personal data of the **Policyholder** (and that of any joint policyholders or other parties who may be covered) for as long as there is a business relationship between them. Once this relationship has ended (for example, the **Policy** has expired, an application is declined or the **Policyholder** does not proceed with a quotation) the **Company** will only retain such personal data for as long as is necessary to satisfy their legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also give the **Policyholder** various rights over their personal data. More details of these rights can be found in the **Company's** Privacy Notice.

The **Policyholder** may request a copy of their personal data from the **Company** by writing to:

Data Protection Officer
Intact Insurance
The Capital Building
39 Old Hall Street
Liverpool
L3 9PP

Email: datasubjectrights@intactinsurance.co.uk

Making a Complaint

The **Company** is committed to going the extra mile for their customers. If the **Policyholder** believes that the **Company** has not delivered the service that they expected, the **Company** would like to hear from them so that they can try to put things right.

The **Company's** promise to its **Policyholders**

The **Company** will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep the **Policyholder** informed of progress;
- do everything possible to resolve the **Policyholders'** complaint;
- ensure that the **Policyholder** is clear on how to escalate a complaint, if necessary.

Step 1

If the **Policyholders'** complaint relates to their **Policy**, then they should contact either the sales and service team in the office which issued the **Policy** or their Broker. If the complaint relates to a claim, then the **Policyholder** should call the claims helpline number shown in the policy wording.

The **Company** aims to resolve a **Policyholder's** concerns on an informal basis, within three business days. Where they have been able to. The **Company** will send the **Policyholder** a letter confirming this. The **Company** will also explain how the **Policyholder** may be able to refer the matter to the Financial Ombudsman Service if they subsequently decide that they are unhappy with the outcome.

Step 2

In the unlikely **Event** that the **Company** is unable to resolve the **Policyholder's** concerns through its informal complaints process, the **Company's** Customer Relations Team will then review the matter on behalf of the **Company's** Chief Executive. Once the **Company's** Customer Relations Team have reviewed the **Policyholders'** complaint, they will send them a final decision in writing within eight weeks of the date they received the complaint.

The **Company's** Customer Relations Team's contact details are as follows:

Post: Intact Insurance Customer Relations Team, PO Box 255, Wymondham, NR18 8DP
Email: customerrelations@intactinsurance.co.uk

If the **Policyholder** is still unhappy

If the **Policyholder** is still unhappy after the **Company's** Customer Relations Team's review, or they have not received a written offer of resolution within eight weeks of the date that the **Company** received the complaint, The **Policyholder** may be eligible to refer their 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, London E14 9SR
Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The **Policyholder** has six months from the date of the **Company's** final response to refer their complaint to the Financial Ombudsman Service. This does not affect the **Policyholder's** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. The **Policyholder** may be entitled to compensation if the **Company** cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at www.fscs.org.uk.

