

# Offices & Surgery

## 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 Your Policy

## Your Policy:

- is made up of this policy wording and the accompanying **Schedule** and **Statement of Fact** should be read as one document;
- is a legal contract between **You**, the policyholder and **Us**, Intact Insurance UK Limited;
- sets out the details of what **You** are covered for, and any exclusions or limitations that apply;
- explains both parties (**Yours** and **Ours**) rights and obligations under the contract.

**We** 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 **You** shall pay, and **We** shall agree to accept the premium.

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

## Throughout Your Policy any:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either **Your** 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 **Bold** and Capitalised and accompanied by a General or Section specific definition.

## Your Policy Schedule:

- tailors the **Policy** to **Your** specific cover including any limits or sub-limits that apply to **Your** cover;
- may contain **Policy** endorsements that alter the cover in the policy wording to meet either **Our** or **Your** requirements.

## Please read Your documents carefully

Please contact **Your** broker if there are any parts of **Your Policy** of which **You** are uncertain, or that **You** 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 **You** can write to **Us** at:

Intact Insurance Customer Relations Team

PO Box 255

Wymondham

NR18 8DP

Email: [customerrelations@intactinsurance.co.uk](mailto:customerrelations@intactinsurance.co.uk)

# Navigating Your Policy

**We** appreciate that there will be information in this **Policy** that **You** need to locate quickly. Key Section headings are highlighted below.

**For an understanding of the full extent of the terms and conditions, We always recommend that You familiarise Yourself with all parts of Your Policy.**

## Operation of Your Policy

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

## What You are covered for

**Your** cover 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 **You** can report a claim and any obligations upon **You** at the point of claim and throughout the claims process.

## Your Duty of Fair Presentation

**We** have issued this **Policy** based upon **You** making a fair presentation of the risk, as explained within the provisions of the Insurance Act 2015. This section explains **Your** obligations and how **Your** failure to make a fair presentation of the risk may impact **Your** claim and/or **Your Policy**.

## Payment of Premium

Provides a summary of **Your** responsibility to pay the premium, including any adjusted amounts following changes to **Your Policy**.

## Cancellation

Details of how either **You** or **We** may cancel this **Policy** and any premium that may be due back to **You** in the event of cancellation.

## Your Personal Information

Any personal information that **You** provide, will be managed by **Us** in accordance with **Our** Privacy Notice. This page provides the detail and a link to Intact Insurance's full privacy statement.

## Making a Complaint

**We** always aim to ensure good customer outcomes in all that **We** do. However, there may be times where **You** feel that **We** have not delivered the service **You** expected. This page explains the options available to **You** in such circumstances.

# Customer Care Services & Helplines

## Claims Helpline

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

## Emergency Repairs

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

## Catastrophe Claims

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

**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. **You** will not be able to make a claim for Legal Expenses Insurance if the section is shown as Not Insured in **Your Schedule**.

## Advice Lines

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

- Legal assistance
- Health and Safety issues
- Tax advice
- Stress Counselling

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

## Making a Claim – 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 **You** comply with all Policy Conditions and **You** should familiarise **Yourself** with their requirements.

Directions for claim notification are included in 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 **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

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

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

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

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

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

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

### Making a Claim

To make a claim, first read the **Policy** and **Schedule** and check that **You** are covered. Then follow the instructions provided under Claims Conditions 1 – **Action by You**.



**You** can tell **Us** about **Your** claim by visiting **Our** website. **You** can do this at any time by scanning the QR code or by visiting [intactinsurance.co.uk/claims](https://intactinsurance.co.uk/claims)

Alternatively, **You** can contact **Your** broker for a claim form.

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

# Making a Claim – Claims Conditions

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

## 1 Action by You

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

- A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or **Injury** including (to the extent possible) the amount of the claim;
- B) notify **Us** within 14 days in the case of loss, destruction or **Damage**, caused by Riot;
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**;
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent;
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**;
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter;
- G) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter;
- I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any **Insured Person** covered under these Insurances shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim.

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

## 2 Our Control Of Claims

**We** will be entitled:

- A) on the happening of any **Damage** to the property insured to enter, take and keep possession of the building where **Damage** has happened, to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose;
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required;
- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**;
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the **Sum Insured**.

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

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

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

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

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

# Your Duty of Fair Presentation

## Your obligation to disclose material circumstances at the start of any Period of Insurance

**You** have a legal duty to provide **Us** with a fair presentation of the subject matter of this insurance. This means that **You** should ensure that **We** have access to all material information when **We** decide whether to insure **Your** risk, calculate the premium or set the terms and conditions of **Your Policy**.

**Provided the online questions have been completed accurately and in good faith, and Our assumptions generated on the Statement of Fact are correct, We will accept this as being a fair presentation of the risk.**

## Your 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 particular circumstances of **Your Business** which might:

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

**You** should make a fair presentation of this to **Us**.

## What do We mean by ‘Material Information’?

‘Material information’ means any information relating to the circumstances of **Your Business** which would affect this decision-making. For example, by affecting the nature of the risks against which **You** wish to insure or increasing the likelihood of a claim.

**If You are in doubt as to whether information is material, You should disclose it to Us.**

## Breach of Duty and how that may impact You

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

## Underinsurance

**You** must take care to ensure that the value which **You** declare for all property insured is adequate.

The value **You** declare determines the amount **You** 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 **Us**, where **You** 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**, **You** will be responsible for the difference.

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

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

### **Fair Presentation of a claim**

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

- 1 deliberately or recklessly conceal from **Us** any information which **You** know or ought to know might be material to **Our** consideration of any claim;
- 2 provide **Us** with information, which **You** know to be false in respect of the cause of the loss or the losses that **You** are claiming for;
- 3 use fraudulent means or devices, including suppressing a known defence to **Our** liability,

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

In the circumstances shown in 2 above, **We** 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 **You** in respect of losses occurring on or after the date that such information was provided; and
- C) retain any and all premium **You** have paid.

# Payment of Premium

## Our Agreement

**We** shall provide cover in accordance with the terms and conditions of this **Policy** for which **You** shall pay **Us** the premium.

## Premium Adjustments for Alteration of Risk

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

- 1 **You** shall be required to pay us any appropriate additional premium due where the risk is increased.
- 2 **We** shall return any premium due back to **You** where the risk is reduced.

Where **You** pay by instalments or under a linked loan agreement to payment schedule, **Your** remaining instalments will be adjusted to reflect any additional or return premium due.

## Instalments Defaults

If **You** fail to pay instalment payments due under any linked loan agreement or payment schedule, **We** may cancel **Your Policy** and **Your** cover will end.

**If You are having trouble paying the premium, You should contact Your broker to discuss Your options.**

## Premium Adjustment Condition

**We** do not charge any administration fees or cancellation fees for this **Policy**. **We** will agree to waive any premiums due to **Us** that are less than £25. **We** will not refund any premiums due to **You** that are less than £25.

# Cancellation

## 1 Our right to cancel this Policy

In addition to any cancellation remedies available to **Us** under ‘Your Duty of Fair Presentation’ **We**:

- A) may cancel this **Policy** by giving 30 (thirty) days’ written notice to either **Your** broker or **Your** last known address. **We** 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. **We** will only do this if **You** have not made a claim during the **Period of Insurance** and the amount to be refunded is greater than £25.
- B) will cancel this **Policy** with immediate effect and without notice if **You**:
  - i) cancel any credit agreement relating to this **Policy** and then fail to pay **Us** immediately the full amount of the premium; or
  - ii) fail to take the action specified in any default notice issued by **Us** before the date shown in it or fail 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 Your right to cancel this Policy

**You** may cancel this **Policy** at any time by contacting **Your** broker. **We** will pay **You** a pro-rata refund of the annual premium, provided that the amount to be refunded is greater than £25, and:

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

# Operation of Your 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 **You** are 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 **You** are based.

## Other Insurance

**We** shall not provide coverage 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 amount 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 **Our** 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

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

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

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

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

- 1 any prohibition or restriction under United Nations resolutions;
- 2 any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- 3 any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and **We** have approved the provision of insurance for the activity concerned.

# Property Damage Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

### Events

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

- 1 Fire, smoke, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
- 3 Storm or flood.
- 4 Escape of water or beverages from any tank, apparatus, pipe or appliance.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 3 **Damage** arising from stoppage of work.
- 4 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 5 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** caused solely by change in the **Water Table Level**.
- 3 **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**.
- 4 **Damage** caused to fences, gates and moveable **Property** in the open.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 3 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.

## What is covered

- 5 Impact by:
  - A) any road vehicle including any fork lift truck or other industrial vehicle; or
  - B) an aircraft or other aerial devices or articles dropped from them; or
  - C) an animal; or
  - D) collapse or breakage of television or radio receiving aerials or satellite dishes.
- 6 Accidental escape of water from any automatic sprinkler installation.
- 7 Theft or attempted theft.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.
- 3 **Damage** by heat caused by fire.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business**.
- 3 **Damage** to lead forming part of the exterior of the **Premises**.
- 4 **Damage** to moveable **Property** in the open.
- 5 **Damage to Property** in any outbuilding.
- 6 **Damage** expedited or in any way brought about by **You** or by any of **Your** directors, partners or **Employees**.
- 7 **Damage** due to a person obtaining any **Property** by deception.
- 8 **Damage to Money** and securities of any description.
- 9 **Damage** due to disappearance or unexplained or inventory shortage.
- 10 **Damage to Computer Equipment, Ancillary Equipment or Computer Systems Records:**
  - A) in transit unless it is in the custody of **Your** director, principal, partner or **Employee**;
  - B) from an unattended vehicle unless it is:
    - i) concealed in a glove compartment or locked luggage compartment; and
    - ii) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 11 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.

## What is covered

- 8 **Subsidence, Ground Heave or Landslip.**
  
- 9 Oil escaping from a fixed heating installation or connected apparatus.
  
- 10 Falling trees or their branches.
  
- 11 A) Accidental breakage of fixed **Glass** and fixed sanitary ware;  
 B) Accidental **Damage** to neon and illuminated signs and electric light fittings,  
 forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
  
- 12 Any other accident.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
  - 3 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
  - 4 **Damage** arising from normal settlement or bedding down of new structures.
  - 5 **Damage** commencing prior to the granting of cover under this Insurance.
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 The cost of replacing the oil.
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 **Damage**:
    - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware;
    - B) while the **Premises** are **Unoccupied** for over 45 consecutive days;
    - C) existing prior to the commencement of this **Policy** and not subsequently replaced.
  - 3 Any amount in excess of £10,000 any one loss.
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 **Damage** by any of the **Events** 1-11 or 13 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
  - 3 **Damage** to any **Property** caused by:
    - A) its own faulty or defective design or materials;
    - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause; or
    - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**,
 but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.

## What is covered

## What is not covered

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- 4 **Damage** caused by:
  - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects;
  - B) change in temperature, colour, flavour, texture or finish;
  - C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping;
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates, but not:
    - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance;
    - ii) subsequent **Damage** which itself results from an insured **Event**.
  - E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services, but not:
    - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance;
    - ii) subsequent **Damage** which itself results from an insured **Event**.
- 5 **Damage** caused by pollution or contamination.
- 6 **Damage** caused by acts of fraud or dishonesty.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 8 **Damage** to a building or structure caused by its own collapse or cracking.
- 9 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- 10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 13 **Damage** to **Money** and securities of any description.
- 14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## What is covered

## What is not covered

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- 15 **Damage to Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.
- 16 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.
- 17 **Damage to Property** in transit other than **Computer Equipment, Ancillary Equipment** or **Computer Systems Records**.
- 18 **Damage to Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit unless it is in the custody of **Your** director, principal, partner or **Employee**.
- 19 **Damage to Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.
- 20 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 21 **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
- 22 **Damage** to livestock, growing crops or trees.

**EVENT 13 ONLY APPLIES IF 'COMPUTER BREAKDOWN' IS SHOWN AS INCLUDED IN YOUR SCHEDULE**

**What is covered**

- 13 Mechanical or electrical breakdown or derangement in respect of **Computer Equipment** or **Ancillary Equipment**.

**What is not covered**

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by any of the **Events** 1-12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 3 **Damage** caused by or consisting of wear and tear or deterioration due to atmospheric conditions, rust or corrosion, faulty or defective workmanship, or operational error or omission by **You** or **Your Employees**  
but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** to **Computer Equipment** or **Ancillary Equipment** in the open.
- 5 **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**.
- 6 **Damage** to **Computer Equipment** or **Ancillary Equipment** resulting from:
  - A) its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;
  - B) pollution or contamination;
  - C) acts of fraud or dishonesty;
  - D) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services,but not such **Damage** which itself results from other **Damage** which is covered by this Insurance.

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

#### What is covered

##### 1 Extinguishment Expenses

The costs incurred by **You** following **Damage** with **Our** consent for:

- A) refilling fire extinguishing appliances;
- B) recharging gas flooding systems;
- C) replacing used sprinkler heads;
- D) refilling sprinkler tanks where costs are metered;
- E) resetting fire and intruder alarms and closed-circuit television equipment;
- F) fire brigade charges.

##### 2 Emergency Services

**Damage** to landscaped gardens and grounds caused by the emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance.

##### 3 Trace and Access and Repair or Replacement

**Damage** occurring as a result of escape of water, beverages or oil as insured by **Events** 4, 6 and 9 including:

- A) the costs necessarily incurred in locating the source of such **Damage**;
- B) the costs necessarily incurred in repairing and making good any **Damage** caused in locating the source of the **Damage**; and
- C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

##### 4 Glazing Repairs

The costs of:

- A) any necessary boarding up or temporary glazing in order to secure the **Premises** pending replacement of broken **Glass** if a replacement cannot be made at the same time;
- B) removing and refixing of window fittings, framework and other obstacles to replacement;
- C) repairing or replacing window frames;
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another policy,

incurred as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance.

#### What is not covered

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

2 Any amount in excess of £10,000 any one loss.

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

2 Any amount in excess of £25,000 any one loss.

3 The failure of any plant to germinate or propagate following replacement under this extension.

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

2 Any amount in excess of £25,000 any one loss.

3 The cost of replacing the oil.

1 Any amount in excess of £10,000 any one loss including **Damage** covered by **Event** 11.

## What is covered

### 5 Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another policy.
- B) The expenses incurred up to £25,000 in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees**.

### 6 Repair Costs

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

- A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes;
- B) underground water, gas and drainpipes or electricity cabling extending from the **Buildings** to the public mains.

### 7 Unauthorised Use of Water, Gas, Electricity and Oil

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

### 8 Loss of Metered Water or oil

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

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

## What is not covered

- 1 **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £2,500 in any one **Period of Insurance**.
- 3 **Damage** unless:
  - A) the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**;
  - B) all practicable steps are taken to terminate such unauthorised occupation and use of the water, gas, electricity or oil as soon as it is discovered.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £15,000 any one loss.
- 3 Any loss for which remedial action has not been taken within fourteen days of the discovery of the **Damage**.

## What is covered

### 9 Property at Other Locations

Damage to:

- A) **Deeds and Documents** and **Artwork and Transparencies** whilst removed from the **Premises** to any location and whilst in transit;
- B) any other **Property Insured** including drugs, precious metals and alloys (excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records**, vehicles licensed for road use, clothing and personal effects, artworks, stamp collections and articles of precious metal or jewellery) whilst temporarily removed from the **Premises** to any location and whilst in transit.

### 10 Omissions

**We** will cover **You** against liability at law for damages and claimants' costs and expenses in the event of any claim being made against **You** in respect of any alleged omission or neglect to send any **Deeds and Documents** by recorded delivery or registered post.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of the following amounts:
  - A) in respect of **Deeds and Documents** and **Artwork and Transparencies**:
    - i) £25,000 any one loss or series of losses arising from the same insured **Event**;
    - ii) £1,000 any one item in respect of **Artwork and Transparencies**.
  - B) in respect of any other **Property Insured**, the **Limit of Liability** shown in the **Schedule** for **Contents** temporarily removed but not exceeding £250,000 any one loss.
- 3 **Damage** by theft from any unattended vehicle unless:
  - A) the **Property** is concealed in a glove compartment or locked luggage compartment; and
  - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 4 Any **Property** that is insured on another policy.
- 5 **Damage** occurring:
  - A) to drugs, precious metals and alloys occurring outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man; or
  - B) to any other **Property** outside the **Territorial Limits** as shown in the **Schedule** for **Contents** temporarily removed.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one claim but allowing for all costs and expenses incurred with **Our** written consent.

## What is covered

### 11 Alterations and Additions – Buildings, Shop Front, Tenant’s Improvements, General Contents, Computer Equipment and Ancillary Equipment

- A) i) Alterations or additions made to any **Buildings** or **Shop Front** insured; or
- ii) **Buildings, Shop Front, Tenant’s Improvements** or **General Contents** acquired or constructed during the **Period of Insurance**, at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
- B) **Computer Equipment** or **Ancillary Equipment** acquired anywhere in the world and which is only away from the **Premises** on a temporary basis.

Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until the next renewal of the **Policy** at which date specific insurance should be effected.

The **Sum Insured** (and **Declared Value**) by each item shall be deemed to be increased for that period only by the value of the additional **Property** insured under the item but by not more than 10% and subject to **Our** liability not exceeding £500,000 in respect of additional **Property** at any one premises.

### 12 Index Linking

An adjustment in the **Declared Values** shown on the **Schedule** will automatically be applied in line with the relevant recognised index when **Your Policy** renews.

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

### 13 Additional Rental Cost of Computer Equipment or Ancillary Equipment

Following **Damage** to **Computer Equipment** and **Ancillary Equipment** the additional rental cost incurred by **You** which is necessary to replace any existing rental, lease or hire agreement in respect of the damaged **Property**.

### 14 Incompatibility of Computer Records

- A) the cost of modifying the **Computer Equipment**; or
- B) the cost of replacing **Computer Systems Records** and the cost of reinstating programmes or the information on them,

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

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** insured on another policy.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £7,500 any one loss.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000.

## What is covered

### 15 Accidental Discharge of Gas Systems

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the **Computer Equipment** and **Ancillary Equipment** following accidental discharge.

### 16 Refrigerated Contents

We will cover **You** for **Damage** that occurs as a result of deterioration or putrefaction of contents in the cold chamber of any refrigeration unit whilst at the **Premises**:

- A) due to the rise or fall in temperature resulting from any cause not otherwise excluded; or
- B) due to the action of refrigerant fumes which have escaped from the machine during the **Period of Insurance** at the commencement of which such machine does not exceed the age of fifteen years.

### 17 Removal of Nests

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

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £5,000.
- 3 Any cost directly incurred as a result of the gas system being installed, commissioned or tested.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of:
  - A) the **Sum Insured** shown in the **Schedule** in respect of Refrigerated Drugs; or
  - B) £2,000 in any one **Period of Insurance** in respect of any other **Property**.

- 1 The cost of removal of any nests already in the **Buildings** before **Your** Insurance cover commences.
- 2 **Our** liability in respect of this Extension will not exceed £1,000 for any one claim.

### THIS INSURANCE ALSO DOES NOT COVER

- 1 **Marine Policies**  
**Damage to Property** which at the time of the **Damage** is insured or would but for the existence of this Insurance be insured by a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Insurance not been effected.
- 2 **Pollution and Contamination**  
**Damage** caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property** Insured caused by:
  - A) pollution or contamination which itself results from any **Event** insured (other than **Event 12**);
  - B) any **Event** insured (other than **Event 12**) which itself results from pollution or contamination.

## Property Damage Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance:

- 1 at the **Premises**; or
- 2 in respect of **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** anywhere in the world whilst temporarily away from the **Premises**.

**We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total **Sum Insured** or in respect of any one item its **Sum Insured** or any other stated **Limit of Liability**.

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

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

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

### Cost A

The **cost of reinstatement** which is:

- 1 In respect of **Buildings, Shop Front, Tenant's Improvements** and **General Contents**:
  - A) where the **Property** is destroyed the cost of rebuilding or in the case of **General Contents** the cost of replacement by similar **Property**;
  - B) the cost of repairing or restoring the damaged portions where the **Property** is damaged, all to a condition substantially the same as but not better or more extensive than its condition when new.
- 2 In respect of **Computer Equipment** and **Ancillary Equipment**:
  - A) where the **Property** is destroyed or suffers **Damage** which is beyond economic repair:
    - i) the cost of replacement by new **Property** of equal performance and specification;
    - ii) the cost of **Property** of the next highest available specification and performance if **Property** of equal performance and specification cannot be found.
  - B) where the **Property** suffers **Damage** 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.

### Cost B

The **cost of complying with Public Authorities requirements** which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements imposed upon **You** following **Damage** unless **You** knew that **You** needed to meet any regulations or conditions and a notice had been served on **You** before the **Damage** occurred.

**We** will not pay any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

**Our** liability in respect of the cost of complying with such regulations relating to undamaged portions of the **Buildings** (other than the foundations) is limited to 15% of the amount **We** would have been liable to pay to reinstate the **Buildings** had they been wholly destroyed.

### Cost C

The **cost of removing debris** which is the cost incurred with **Our** consent in:

- A) removing debris from the site of the property damaged and the area immediately adjacent;
- B) dismantling and/or demolishing, or shoring up or propping of the portion or portions of the **Property**;
- C) clearing, cleaning and/or repairing drains, gutters and sewers for which **You** are responsible,
- D) **We** will also cover the costs reasonably and necessarily incurred with **Our** consent to sort, segregate and transport recyclable debris to recycling facilities anywhere in the United Kingdom, the Channel Islands or the Isle of Man, following **Damage** to the **Building**, up to a maximum of 25% of the total amount paid or payable in respect of A), B) and C) above,

in consequence of **Damage** for which cover is provided by this **Policy**.

**We** will not pay for any costs or expenses:

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

### Cost D

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

### Cost E

**Loss Reduction Expenses and Temporary Repairs** – the costs and expenses reasonably incurred by **You** 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 or providing temporary additional security protection which may include but is not limited to boarding, temporary doors, weatherproofing, making secure and securing the site;
- D) expediting the permanent repair or replacement of **Property Insured** that has suffered **Damage**,

provided that:

- i) the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred; and
- ii) the costs and expenses incurred did avoid or mitigate the **Damage**.

**We** will not be liable for costs incurred which exceed the amount of **Damage** thereby avoided or any amount in excess of £5,000 in total for all claims or series of claims arising out of any one original cause.

### Cost F

In respect of **Computer Equipment** and **Ancillary Equipment** the cost **You** necessarily incur to reinstate programmes and information onto fixed disks.

## Additional factors when settling these claims

### The work of reinstatement on another site

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

### Partial Damage

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

### Our rights against persons using Computer Equipment or Ancillary Equipment

**We** agree not to pursue any rights **We** may have against any person causing **Damage** whilst using **Computer Equipment** or **Ancillary Equipment** provided that the person:

- 1 has **Your** authority to use the items;
- 2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

### Alternative Basis of Settlement

**Our** liability shall be limited to the Alternative Basis of Settlement:

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

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

- 1 complying with Public Authorities' requirements;
- 2 minimising **Damage** and temporary repairs;
- 3 removing debris;
- 4 professional fees;
- 5 reinstating programmes and information onto fixed disks,

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

### Underinsurance in respect of Buildings, Shop Front, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment

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

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

Insurable Amount is:

- 1 in respect of **Buildings, Shop Front, Tenant's Improvements** and **General Contents** the total of the above Costs A, B, C and D;
- 2 in respect of **Computer Equipment** and **Ancillary Equipment** the total of the above Costs A, B, C, D and F, 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**.

However, if the loss is settled under the Alternative Basis of Settlement the **Declared Value** of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be:

- 1 in respect of **Buildings, Shop Front, Tenant's Improvements** and **General Contents** the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C, D and E;
- 2 in respect of **Computer Equipment** and **Ancillary Equipment** the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C, D, E and F above.

## How We settle claims for Damage to Data Processing Media

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

- 1 research and engineering nor any costs of recreating gathering or assembling the **Data**; or
- 2 the value of such **Data** to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

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

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

## How We settle claims for Damage to Deeds and Documents, Artwork and Transparencies and Computer Systems Records

**We** will pay **You**:

- 1 the value of the materials as stationery;
- 2 the cost of clerical labour and computer time spent in reproducing such documents;
- 3 the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding the value to **You** of the information;
- 4 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred:
  - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it;
  - B) arising from pollution or contamination of **Property** not insured by this Insurance,

but in respect of **Artwork and Transparencies** **We** will not pay in excess of £1,000 in respect of any one item.

## Underinsurance in respect of Deeds and Documents, Artwork and Transparencies and Computer Systems Records

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

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

## How We settle claims for Damage to Trade Samples, Stock and other insured Property not specifically provided for

We will pay You:

- 1 the value of the **Property** at the time of its destruction or the amount of the **Damage**;
- 2 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred:
  - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it;
  - B) arising from pollution or contamination of **Property** not covered by this Insurance.

## Underinsurance in respect of Trade Samples, Stock or other insured Property not specifically provided for

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

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

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

We will pay You:

- 1 the actual reduction in **Rent** received solely as a result of the **Damage** if the loss relates to **Rent** receivable by **You**;
  - 2 the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation solely as a result of the **Damage** if the loss relates to **Rent** payable by **You**,
- but **Our** liability shall be limited to the loss suffered within the **Period of Rent** insured (as shown in the **Schedule**) commencing from the date of the **Damage**.

## Underinsurance in respect of Rent

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

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

The Insurable Amount shall be the annual **Rent** receivable or payable as the case may be 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.

## Other considerations when settling any claims under this Insurance

### Designation

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

### Workers

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

### When We reinstate or replace Property

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

### Plans and documents in support of the claim

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

### Transfer of interest

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

### Automatic reinstatement after a loss

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

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

Provided that:

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

## Requirements which You must comply with to prevent loss or Damage

### Residual Breakdown

It is a requirement of the Insurance in respect of **Event 13** that **You** must have in force a **Maintenance Agreement** in respect of **Computer Equipment** and **Ancillary Equipment**.

**Where it is material to the loss, failure to comply with this requirement will result in Us not paying Your Property Damage claim.**

### Computer Systems Records

It is a requirement of this Insurance that **You** shall ensure that:

- 1 back-up information is taken and verified at least once every 24 hours and is:
  - A) maintained at a location other than the **Premises**; or
  - B) stored in a fireproof safe or fireproof cabinet on the **Premises** with a verified copy taken and stored at a location other than the **Premises** at least once every seven days.
- 2 written and enforced **Data** protection, system security and virus protection procedures are in place for **Employees** with access to **Data**;
- 3 at least one verified copy and up to date set of software programmes is maintained at a location other than the **Premises**.

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

### Fire Extinguishing Appliances

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

### Security Precautions

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

- 1 all locks, bolts and other protective devices are in full and effective operation;
- 2 all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**;
- 3 all items of electronic office equipment designed for mobile or portable use with a replacement value over £5,000 are secured in locked cupboards, cabinets or security containers, the keys to which have been removed from the **Business Premises**.

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

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

- 2 **You** shall ensure the **Business Premises** are not left unattended:
  - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal;
  - B) if police response to alarm calls has been withdrawn, without **Our** written agreement.
- 3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.
- 4 **You** shall not make any alteration to or substitution of:
  - A) any part of the **Intruder Alarm System**;
  - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**;
  - C) the maintenance contract, without **Our** written agreement.
- 5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
- 6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
- 7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.
- 10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification:
  - A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
  - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

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

## Minimum Standards of Security

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

- 1 The final exit door of the **Business Premises** must be secured with one of the following:
  - A) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors;
  - B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors;
  - C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction.
- 2 All external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** must be secured with either:
  - A) any of the locking arrangements specified in 1 above according to the construction of the doors; or
  - B) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.
- 3 Where any of the doors described in 1 or 2 above are of double leaf construction:
  - A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door; and
  - B) the final closing leaf must be secured with either:
    - i) any of the locking arrangements specified in 1 above according to the construction of the doors; or
    - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
- 4 All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

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

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

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

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

### Airline Tickets

It is a requirement of insurance in respect of Airline Tickets that:

- 1 no ticket shall be stamped until the time of issue;
- 2 all tickets must be kept in a locked safe or strongroom and the keys removed from the **Premises** outside of **Business** hours;
- 3 outside of **Business** hours the stamp must be kept in a separate locked safe or strongroom from the tickets and the keys removed from the **Premises**;
- 4 **You** must prove to **Us** within 6 months of the date of the **Damage** occurring that the tickets have been fraudulently used;
- 5 **You** must be held liable for the **Damage** by the International Air Transport Authority.

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

### Roof Inspection

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

- 1 the roof is inspected at least once every 5 years by a competent roofing contractor; and
- 2 any recommended remedial works are carried out immediately; and
- 3 evidence of such inspection, including but not limited to photographic or video evidence, and any remedial work undertaken shall be kept in a safe place and produced if requested by **Us**;
- 4 a roof inspection, as outlined in 1-3 above, must be carried out within the first 6 months after the **Policy** inception date. This will not be necessary if such an inspection has already been carried out less than 5 years prior to inception and **You** can if required provide evidence of both the inspection and the completion of any remedial works it recommended.

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

### Unoccupied Buildings Condition

It is a requirement of this Insurance that from the date that **You** become aware that any **Building** or portion thereof becomes **Unoccupied** for any continuous period exceeding 45 consecutive days that, in addition to complying with the Minimum Standards of Security:

- 1 **You** have told **Us** of the unoccupancy;
- 2 electricity be kept shut off at the switch where it enters the **Building** or portion thereof except electrical circuits required to maintain power to any fire or intruder alarm or CCTV monitoring system;
- 3 gas and any fuel supplies be kept shut off at the switch or stopcock where they enter the **Building** or portion thereof;
- 4 the **Building** or portion thereof be kept secure by:
  - A) ensuring any **Intruder Alarm System** is active and set;
  - B) repairing any broken or defective windows or boarding them externally;
  - C) sealing all letterboxes or fitting a steel cage internally,
- 5 the **Building** and external areas be kept free of all unfixed combustible materials;

- 6 any additional requirements put forward by **Us** be completed within the timescale specified;
- 7 the **Building** be inspected internally and externally by **You** or **Your** nominees at least every 7 days to check that the requirements of this condition are in place and a formal log kept of the inspection detailing as a minimum the:
  - A) name of the person carrying out inspection;
  - B) date and time of inspection;
  - C) breaches of requirements 1 to 8 identified (if any) and action taken a copy of which will be required by **Us** in the event of a claims;
- 8 that any evidence of unauthorised entry or **Damage** is advised to **Us**.

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

# All Risks Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

## What is not covered

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### Section 1

1 **Damage to Unspecified Equipment.**

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any item with a value in excess of the Single Article Limit shown in the **Schedule**.
- 3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either:
  - A) garaged in a building which is securely closed and locked; or
  - B) parked in a compound secured by locked gates.
- 4 **Damage** by theft from any unattended vehicle unless:
  - A) the **Property** is concealed in a glove compartment or locked luggage compartment; and
  - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 5 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 6 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## What is covered

### Section 2

#### 2 Damage to Specified Equipment.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of the Maximum Value any one Item shown in the **Schedule**.
- 3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either:
  - A) garaged in a building which is securely closed and locked; or
  - B) parked in a compound secured by locked gates.
- 4 **Damage** by theft from any unattended vehicle unless:
  - A) the **Property** is concealed in a glove compartment or locked luggage compartment; and
  - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 5 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 6 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## What is covered

## What is not covered

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

- 1 Any **Property** that is insured on another policy.
- 2 **Damage** caused by:
  - A) delay, confiscation or detention by order of any Government or Public Authority;
  - B) counterfeit, substitute or foreign coins.
- 3 **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
- 4 **Damage** as a result of any person obtaining any **Property** by deception.
- 5 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule**.
- 6 **Damage** caused by pollution or contamination.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 8 **Damage** commencing prior to the granting of cover under this Insurance.
- 9 **Damage** caused by:
  - A) its own faulty or defective design or materials;
  - B) inherent vice, latent defect, wear and tear, depreciation, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**,but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
- 10 **Damage** caused by:
  - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects;
  - B) change in temperature, colour, flavour, texture or finish;
  - C) mechanical or electrical breakdown, failure or derangement,but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
- 11 **Damage** to **Money** and securities of any description.

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

#### What is covered

#### What is not covered

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

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

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

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

## All Risks Insurance – how We settle claims

If any of the **Property** described in the **Schedule** suffers **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

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

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed;
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged, all to a condition substantially the same but not better or more extensive than its condition when new.

## Other considerations when settling any claims under this Insurance

### Partial Damage

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

### Underinsurance in respect of Specified Equipment

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

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

The Insurable Amount shall be the value of reinstating the **Property** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

### **Plans and documents in support of the claim**

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

### **Requirements which You must comply with to prevent loss or Damage**

#### **Portable Electronic Office Equipment**

It is a requirement of this Insurance that each item of electronic office equipment designed for mobile or portable use with a replacement value over £5,000 must whenever the **Business Premises** are left unattended be secured in locked cupboards, cabinets or security containers the keys to which have been removed from the **Business Premises**.

**Where it is material to the loss, failure to comply with this requirement will result in Us not paying Your claim.**

# Business Interruption Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

## What is not covered

### Events

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

- |  |   |
|--|---|
| <ol style="list-style-type: none"><li>1 Fire, smoke, lightning, explosion and earthquake.</li><br/><li>2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.</li><br/><br/><br/><br/><br/><br/><br/><br/><br/><li>3 Storm or flood.</li><br/><br/><br/><br/><br/><br/><br/><br/><br/><li>4 Escape of water or beverages from any tank, apparatus, pipe or appliance.</li><br/><br/><br/><br/><br/><br/><br/><br/><br/><li>5 Impact by:<ol style="list-style-type: none"><li>A) any road vehicle including any fork lift truck or other industrial vehicle; or</li><li>B) an aircraft or other aerial devices or articles dropped from them; or</li><li>C) an animal; or</li><li>D) collapse or breakage of television or radio receiving aerials or satellite dishes.</li></ol></li></ol> | <ol style="list-style-type: none"><li>1 <b>Damage to Property</b> caused by its undergoing any process involving the application of heat.</li><br/><li>1 <b>Damage</b> arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.</li><br/><li>2 <b>Damage</b> arising from stoppage of work.</li><br/><li>3 <b>Damage</b> in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</li><br/><li>4 <b>Damage</b> in respect of any <b>Building</b> which is <b>Unoccupied</b> for over 45 consecutive days directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</li><br/><li>1 <b>Damage</b> caused solely by change in the <b>Water Table Level</b>.</li><br/><li>2 <b>Damage</b> caused by frost, <b>Subsidence</b>, <b>Ground Heave</b> or <b>Landslip</b>.</li><br/><li>3 <b>Damage</b> caused to fences, gates and moveable <b>Property</b> in the open.</li><br/><li>1 <b>Damage</b> by water discharged or leaking from an automatic sprinkler installation.</li><br/><li>2 <b>Damage</b> in respect of any <b>Building</b> which is <b>Unoccupied</b> for over 45 consecutive days.</li></ol> |
|--|---|

## What is covered

6 Accidental escape of water from any automatic sprinkler installation.

7 Theft or attempted theft.

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

## What is not covered

1 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.

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

1 **Damage** to **Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business**.

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

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

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

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

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

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

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

9 **Damage** to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records**:

A) in transit unless it is in the custody of **Your** director, principal, partner or **Employee**;

B) from an unattended vehicle unless it is:

i) concealed in a glove compartment or locked luggage compartment; and

ii) all points of access to the vehicle are locked or the vehicle is stolen at the same time.

10 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.

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

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

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

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

## What is covered

- 9 Oil escaping from a fixed heating installation or connected apparatus.
- 10 Falling trees or their branches.
- 11 A) Accidental breakage of fixed **Glass** and fixed sanitary ware;  
B) Accidental **Damage** to neon and illuminated signs and electric light fittings, forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
- 12 Any other accident.

## What is not covered

- 1 The cost of replacing the oil.
- 1 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 1 **Damage**:
  - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware;
  - B) while the **Premises** are **Unoccupied** for over 45 consecutive days;
  - C) existing prior to the commencement of this Insurance and not subsequently replaced.
- 1 **Damage** by any of the **Events** 1-11 or 13 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 2 **Damage** to any **Property** caused by:
  - A) its own faulty or defective design or materials;
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause; or
  - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**,  
but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- 3 **Damage** caused by:
  - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
  - B) change in temperature, colour, flavour, texture or finish;
  - C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping;
  - D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
  - E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services,  
but not
    - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance;
    - ii) subsequent **Damage** which itself results from an insured **Event**.

## What is covered

- 13 Mechanical or electrical breakdown or derangement in respect of **Computer Equipment** or **Ancillary Equipment**.

## What is not covered

- 4 **Damage** caused by pollution or contamination.
  - 5 **Damage** caused by acts of fraud or dishonesty.
  - 6 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
  - 7 **Damage** to a building or structure caused by its own collapse or cracking.
  - 8 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
  - 9 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
  - 10 **Damage** to **Money** and securities of any description.
  - 11 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
  - 12 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.
  - 13 **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.
  - 14 **Damage** to **Property** in transit other than **Computer Equipment, Ancillary Equipment** or **Computer Systems Records**.
  - 15 **Damage** to **Computer Equipment, Ancillary Equipment** or **Computer Systems Records** in transit unless it is in the custody of **Your** director, principal, partner or **Employee**.
  - 16 **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
  - 17 **Damage** to livestock, growing crops or trees.
- 1 **Damage** by any of the **Events** 1-12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
  - 2 **Damage** caused by or consisting of wear and tear or deterioration due to atmospheric conditions, rust or corrosion, faulty or defective workmanship, operational error or omission by **You** or **Your Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.

## What is covered

## What is not covered

- 3 **Damage to Computer Equipment or Ancillary Equipment** in the open.
- 4 Any amount in excess of 10% of the **Gross Revenue Sum Insured** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance:
  - A) in respect of **Damage to Computer Equipment or Ancillary Equipment** recoverable under any guarantee or **Maintenance Agreement**;
  - B) if a **Maintenance Agreement** is not in force at the time of **Damage**.
- 5 Loss incurred during the first 48 hours following **Damage** unless a **Maintenance Agreement** is in force at the time of **Damage**.
- 6 **Damage to Computer Equipment or Ancillary Equipment** resulting from:
  - A) its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;
  - B) pollution or contamination;
  - C) acts of fraud or dishonesty;
  - D) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services,
 but not such **Damage** which itself results from other **Damage** which is covered by this Insurance.

## Extensions to Cover

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

### THIS INSURANCE ALSO COVERS

## What is covered

## What is not covered

### 1 Loss at Suppliers' Premises

**Damage** by any of the insured **Events** 1-12 to any suppliers' premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

### 2 Loss at Storage Sites

**Damage** by any of the insured **Events** 1-12 to any premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not owned or occupied by **You** but which is used by **You** solely for storage purposes.

- 1 Any amount in excess of 10% of the **Gross Revenue Sum Insured** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

- 1 Any amount in excess of 10% of the **Gross Revenue Sum Insured** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

## What is covered

### 3 Failure of Public Supply

Loss or additional expenditure arising from the failure of the supply of:

- A) electricity at the terminal ends of the supply authority's service feeders at the **Premises**;
- B) gas at the supply authority's meters at the **Premises**;
- C) water at the supply authority's main stopcock serving the **Premises**.

For the purpose of the Extension and not as otherwise stated the **Indemnity Period** shall be a maximum of 6 months.

### 4 Specified Disease

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

The cover provided is extended to include closure of the **Premises** or part thereof on the order of a public authority caused solely by:

- A) an outbreak of food or drink poisoning as a result of food or drink supplied at the **Premises** or;
- B) the manifestation at the **Premises** of any the following diseases in a human.

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever,

Provided that:

- i) the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with;
- ii) in respect of a manifestation at the **Premises** of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of **Ours** that at the time of such outbreak at **Your** own **Premises** **You** shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**.

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

## What is not covered

- 1 Loss incurred during the first 24 consecutive hours of the **Indemnity Period**.
- 2 Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.
- 3 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
- 4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

- 1 Any amount in excess of £100,000 being **Our** maximum **Limit of Liability** for any one **Premises** and in the aggregate during one **Period of Insurance** for this Extension.
- 2 No cover is provided under this Extension for any closure of the **Premises** caused by or contributed to by or in any way related to the manifestation of any disease at a place other than the **Premises**
- 3 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.
- 4 This Extension shall not provide cover in respect of any closure of the **Premises** or part thereof on the order of a public authority caused in whole or in part by a manifestation at the **Premises** of any disease which is part of an outbreak which has been or is or shall be designated or declared as a pandemic by the World Health Organisation or any person or body undertaking substantially the same function. Once any outbreak of a disease has been so designated or declared then for the purposes of this **Policy** it will be deemed that the disease was so designated or declared from the commencement of the outbreak.

## What is covered

### 5 Murder and Suicide

The cover provided is extended to include murder or suicide occurring at the **Premises**.

Provided that the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with.

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

### 6 Vermin Pests and Defective Sanitation

The cover provided is extended to include closure of the **Premises** or part thereof on the order of a public authority caused solely by:

- A) the discovery of vermin or pests;
- B) an accident causing defects in the drains or other sanitary arrangements,

at the **Premises**.

Provided that the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with.

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

### 7 Prevention of Access and Loss of Attraction

The cover provided is extended to include loss resulting solely and directly from an interruption to the **Business** caused by:

- A) the prevention of access to **Your Premises** or part thereof;
- B) a reduction in the number of customers at **Your Premises**,

solely and directly as a result of **Damage to Property** within 1,000 metres of **Your Premises** but excluding **Damage to Property** of any supply undertaking which supplies electricity gas water or telecommunications services to **Your Premises**.

For the purpose of this Extension only the maximum **Indemnity Period** shall not exceed three months and will apply from the date upon which the **Damage to Property** which caused the prevention of access or the reduction in the number of customers to **Your Premises** first occurred.

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

## What is not covered

1 Any amount in excess of £100,000 this being **Our** maximum **Limit of Liability** for any one **Premises** together, and in the aggregate during one **Period of Insurance**.

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

1 Any amount in excess £100,000 being **Our** maximum **Limit of Liability** for any one **Premises** together, and in the aggregate during one **Period of Insurance**.

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

1 Any amount in excess of £100,000 being **Our** maximum **Limit of Liability** for any one **Premises** together and in the aggregate during one **Period of Insurance**.

2 Any:  
 A) prevention of access to **Your Premises**; or  
 B) reduction in the number of customers at **Your Premises**,  
 caused by or in any way related to any **Damage** to property further than 1,000 metres from **Your Premises**.

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

## What is covered

### 8 Prevention of Access (Non Damage)

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

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

- A) endanger human life; or
- B) cause damage to **Property** arising from the:
  - i) unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances;
  - ii) suspected or actual existence of an explosive device.

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

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

### 9 Telecommunications System

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

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

## What is not covered

- 1 Any loss as insured by this extension involving an interruption of less than 12 hours continuous duration.
  - 2 Any loss during any period other than the actual period where access to **Your Premises** was prevented.
  - 3 Any prevention of access to **Your Premises** as a result of **Damage**, or arising from any cause within **Your** direct control including any non-compliance with a prior order or advice of a public authority.
  - 4 Any loss arising directly or indirectly from or in any way connected to:
    - A) disease; or
    - B) weather and/or drought.
  - 5 Any loss occurring in Northern Ireland arising from the suspected or actual existence of an explosive device.
  - 6 Any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1,000 metres from **Your Premises**.
  - 7 Any amount in excess of £25,000 this being **Our** maximum **Limit of Liability** for any one **Premises** and in the aggregate during one **Period of Insurance**.
  - 8 No other Extension, coverage or provision is operative in addition to the **Limit of Liability** under this Extension.
- 1 Loss as a result of accidental failure of satellite or mobile phone services.
  - 2 Loss incurred during the first 24 consecutive hours of the Indemnity Period.
  - 3 Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
  - 4 Any amount in excess of £100,000 after the application of all other terms and conditions of this Insurance.
  - 5 Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
  - 6 Loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunications authority.

## What is covered

### 10 Property at Other Locations and In Transit

**Damage** by any insured **Event** to:

- A) **Deeds and Documents and Artwork and Transparencies;**
- B) any other **Property Insured** (excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records**, vehicles licensed for road use, clothing and personal effects, artworks, stamp collections and articles of precious metal or jewellery),

whilst temporarily removed from the **Premises** or in transit by road, rail, air or inland waterway anywhere in Europe.

### 11 Outstanding Debit Balances

#### **THIS EXTENSION ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE**

If **Your** account books or other **Business** books or records whilst on **Your Premises** or temporarily removed to any premises in the United Kingdom, the Isle of Man or the Channel Islands or in transit between them, sustain **Damage** by any of the **Events** insured under this **Policy** which results in **Your** inability to trace or establish the **Outstanding Debit Balances** **We** will pay to **You** the amount of loss resulting from such **Damage** in accordance with the provisions of the cover provided that **Our** liability in the **Period of Insurance** shall not exceed in the whole the total **Sum Insured** by the item stated in the **Schedule**.

## What is not covered

- 7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.
- 8 Loss as a result of use of equipment by **You** which is incorrectly installed or incompatible with the telecommunications system.
- 9 Loss as a result of the inability to access:
  - A) extranets; or
  - B) applications and any services over the internet.
- 1 Loss as a result of **Damage** to the conveying vehicle or craft by impact.
- 2 In respect of B) any other **Property Insured, We** will not pay any amount in excess of £25,000 any one loss after the application of all other terms and conditions of this Insurance.
- 1 **Damage** caused by:
  - A) erasure or distortion of information on computer systems or other records:
    - i) due to the presence of a magnetic flux;
    - ii) the failure breakdown or malfunction of equipment;
    - iii) error in the operating of equipment;
    - iv) due to defects in such records;
  - 2 loss as a result of any fraudulent or other criminal act for the purpose of obtaining money from **You** or alteration, manipulation or falsification of records for the purpose of concealing such an act;
  - 3 loss as a result of any bookkeeping, accounting or other errors or omissions;
  - 4 loss as a result of disappearance, misfiling or misplacing of information or any loss only revealed by periodic check or audit;
  - 5 loss as a result of the deliberate act of the public supply undertaking in restricting or withholding electricity supply;

## What is covered

### 12 In respect of Computer Equipment and Ancillary Equipment

The accidental failure of the electricity supply in the distribution wiring within the **Premises** in which the **Computer Equipment** or **Ancillary Equipment** is situated.

### 13 Index Linking

An adjustment in the **Sum Insured** in respect of **Gross Revenue** shown on the **Schedule** will automatically be applied in line with the relevant recognised index when **Your Policy** renews.

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

### 14 National Lottery

Loss resulting from interruption to or interference with the **Business** at the **Premises**, in consequence of an **Employee** or **Employees** terminating their employment with **You** as a direct result of a confirmed win during the **Period of Insurance** on the National Lottery in the United Kingdom.

### 15 Essential Personnel

Loss resulting from interruption to or interference with the **Business** at the **Premises** in consequences of the:

- A) death of any of **Your** principals; or
- B) total and permanent disablement of any of **Your** 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.

## What is not covered

- 6 loss as a result of any wear and tear and gradual deterioration, vermin, rust, damp or mildew; or
- 7 loss as a result of theft from any unattended vehicle.

- 1 Any failure which is caused by **Event** 13.
- 2 Any amount in excess of 10% of the **Gross Revenue Sum Insured** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

- 1 **Our** liability under this Extension in total for all claims or series of claims, arising out of any one original cause will not exceed the **Gross Revenue Sum Insured**; and
- 2 the **Indemnity Period** under this Extension will not exceed 3 months.
- 1 **Our** liability under this Extension will not exceed £25,000 in the aggregate and in any one **Period of Insurance**.

## What is covered

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

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

## What is not covered

### THIS INSURANCE ALSO DOES NOT COVER

#### 1 Pollution or Contamination

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

- A) pollution or contamination which itself results from any **Event** insured (other than **Event 12**);
- B) any **Event** insured (other than **Event 12**) which itself results from pollution or contamination.

#### 2 Satellite Telecommunications

- A) Loss arising from the failure of any satellite prior to it obtaining its full operating function or while in or beyond the final year of its design life.
- B) Atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

## Gross Revenue – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs:

- 1 at the **Premises** to **Property Insured** by **You** for the purpose of the **Business**;
- 2 anywhere in the world to **Computer Equipment**, **Ancillary Equipment** or **Computer Systems Records** whilst temporarily removed from the **Premises** by **You** for the purpose of the **Business**,

and causes interruption of or interference with **Your Business** at the **Premises**.

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

- 1 in respect of loss of **Gross Revenue**;  
the amount by which the **Gross Revenue** received during the **Indemnity Period** falls short of the **Standard Gross Revenue** as a result of the **Damage**;
- 2 in respect of increase in cost of working;  
the additional expenditure reasonably incurred in avoiding or minimising the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of:
  - A) the amount of the reduction in **Gross Revenue** thereby avoided plus;
  - B) 5% of the **Gross Revenue Sum Insured** or £250,000 whichever is the less.

## Increased Cost of Working – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs:

- 1 at the **Premises to Property Insured** by **You** for the purpose of the **Business**;
- 2 anywhere in the world to **Computer Equipment, Ancillary Equipment or Computer Systems Records** whilst temporarily removed from the **Premises** by **You** for the purpose of the **Business**,  
and causes interruption of or interference with **Your Business** at the **Premises**.

**We** will pay **You** the expenditure reasonably incurred in minimising the interruption or interference with the **Business** during the **Indemnity Period**.

## Outstanding Debit Balances – how We settle claims

If Extension 11 Outstanding Debit Balances is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises to Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

**We** will pay **You**:

- 1 the difference between:
  - A) the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof;
  - B) the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**; and
  - C) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section,provided that if the **Sum Insured** stated in the **Schedule** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced.

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

### Duplicate Records

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

**Where it is material to the loss, failure to comply with this requirement will result in Us not paying Your Business Interruption claim.**

## Other considerations when settling any claims under this Insurance

### Material Damage Requirement (not applicable to Event 13)

Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property** or payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

### Limit of Liability

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

### Our rights against persons using Computer Equipment or Ancillary Equipment

**We** agree not to pursue any rights **We** may have against any person causing **Damage** whilst using **Computer Equipment** or **Ancillary Equipment** provided that the person:

- 1 has **Your** authority to use the items;
- 2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

### Alternative trading

If during the **Indemnity Period** work is carried out or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

### Savings

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

### Underinsurance in respect of Business Interruption

If the **Sum Insured** is less than 85% of the **Insurable Amount**, **You** will be responsible for the difference.

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

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

Note

- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
- 2 Any adjustment implemented in current cost accounting is disregarded.

### Professional Accountants' charges

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

## Payments on account

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

## Automatic reinstatement after a loss

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

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

Provided that:

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

## Requirements which You must comply with to minimise loss

### Computer Systems Records

It is a requirement of this Insurance that **You** shall ensure that:

- 1 back-up information is taken and verified at least once every 24 hours and is:
  - A) maintained at a location other than the **Premises**; or
  - B) stored in a fireproof safe or fireproof cabinet on the **Premises** with a verified copy taken and stored at a location other than the **Premises** at least once every seven days.
- 2 written and enforced **Data** protection, system security and virus protection procedures are in place for **Employees** with access to **Data**.
- 3 at least one verified copy and up to date set of software programmes is maintained at a location other than the **Premises**.

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

# Money Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

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

### 1 Negotiable Money

A) in **Your Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk,  
**Limit of Liability** – as shown in the **Schedule**.

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

i) in locked safes or strongrooms as shown in the **Schedule**,  
**Limit of Liability** any one loss – as shown in the **Schedule**;

ii) in all other locked safes or strongrooms,  
**Limit of Liability** any one loss – as shown in the **Schedule**;

iii) not in a locked safe or strongroom,  
**Limit of Liability** any one loss – as shown in the **Schedule**.

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

i) whilst in a locked safe or whilst an adult is in the residence,  
**Limit of Liability** any one loss – £500;

ii) otherwise,  
**Limit of Liability** any one loss – £250.

### 2 Non-Negotiable Money

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

3 **Damage** to clothing and personal effects (including **Money**), belonging to **You** or any of **Your** partners or any of **Your** directors or any **Employee**, resulting from theft or attempted theft of **Money**, or assault by a person or persons attempting to steal **Money** or any other property whilst engaged in the **Business**.

**Limit of Liability** – £1,000 for any one person in total for all claims or series of claims, arising out of any one original cause.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by theft by any of **Your** directors, partners or **Employees** unless the theft is discovered within 14 working days of the occurrence.
- 3 **Damage** by theft from an unattended vehicle.
- 4 **Damage** to or corruption of **Data** whether in whole or part.
- 5 Shortage due to error or omission.
- 6 **Damage** due to the use of counterfeit **Money**.
- 7 **Damage** outside of **Great Britain**, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

## What is covered

- 4 Stamped or impressed National Insurance Cards.

**Limit of Liability** – Unlimited.

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

**Limit of Liability** – Unlimited.

## What is not covered

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

### Personal Injury (Robbery)

## What is covered

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

- 1 solely and directly as a result of robbery or attempted robbery while engaged in the **Business**; and
- 2 within two years is the sole cause of Death, **Disablement** or incurring of **Medical Expenses** for which the Benefit is claimed.

### Benefits

- 1 Death.
- 2 **Loss of Limb** or **Loss of Eye**.
- 3 Permanent Total **Disablement** other than by **Loss of Limb** or **Loss of Eye** from gainful employment of any and every kind.
- 4 Temporary Total **Disablement** from usual occupation:  
Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive;
- 5 Temporary Partial **Disablement** which prevents the **Insured Person** from engaging in or giving attention to a substantial part of their usual occupation in the **Business**:  
£100 per week to a maximum of 104 weeks;

## What is not covered

Benefit will not be paid for:

- 1 bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years;
- 2 bodily injury, Death, **Disablement** or **Medical Expenses** resulting from or contributed to by the **Insured Person** having a physical or mental defect of any sort which was known either to **You** or the **Insured Person** when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**;
- 3 sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

## What is covered

- 6 **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**.  
Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 104 weeks.
- 7 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, **We** will pay the fees for professional counselling.

## What is not covered

- 1 **We** will not pay for professional counselling fees exceeding:
- A) any hourly cost of more than £40;
  - B) £1,000 for any **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and
  - C) £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.

## Money Insurance – how We settle claims

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

## Other considerations when settling claims under this Insurance

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

## Requirements which You must comply with to prevent loss or Damage

### Security Precautions

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

- 1 all locks bolts and other protective devices are in full and effective operation;
- 2 all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

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

- 1 **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.
- 2 **You** shall ensure the **Business Premises** are not left unattended:
  - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal;
  - B) if police response to alarm calls has been withdrawn, without **Our** written agreement.

- 3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.
- 4 **You** shall not make any alteration to or substitution of:
  - A) any part of the **Intruder Alarm System**;
  - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**;
  - C) the maintenance contract, without **Our** written agreement.
- 5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
- 6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
- 7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.
- 10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification:
  - A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed;
  - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

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

## **Money in Transit**

It is a requirement of this Insurance that **Negotiable Money** in transit is escorted by the number of persons shown below:

<b>Limit</b>	<b>Escorts</b>
Up to £5,000	1 <b>Employee</b>
From £5,001 up to £9,000	2 <b>Employees</b>
From £9,001 up to £12,000	3 <b>Employees</b>

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

The maximum amount **We** will pay is the **Limit of Liability** “In Transit” shown in the **Schedule**.

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

# Transit Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## Section 1 Vehicles owned or operated by You

### What is covered

- 1 **Damage to:**
- A) **Goods;**
  - B) **General Contents,**
- while being loaded on, carried on, temporarily housed on or unloaded from any vehicle owned or operated by **You** within the **Territorial Limits** shown in the **Schedule**.

### What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.
- 3 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** or **General Contents** are entrusted.
- 4 **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the conveying vehicle.
- 5 **Money** and securities.
- 6 **Damage to Goods** carried by or dispatched by **You** for hire or reward.
- 7 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
- 8 **Damage** due to insufficient labelling or incorrect addressing.
- 9 **Damage to Goods or General Contents:**
  - A) in any vehicle which is being used outside the normal course of the **Business** for social, domestic or pleasure purposes;
  - B) in open vehicles caused by atmospheric or climatic conditions unless they are protected by vehicle sheets;
  - C) in open vehicles caused by theft when the vehicle has been left unattended;
  - D) left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either:
    - i) garaged in a building which is securely closed and locked; or
    - ii) parked in a compound secured by locked gates.

## What is covered

## What is not covered

- E) as a result of theft from any unattended vehicle unless:
  - i) all doors, windows and other openings are left closed, securely locked and properly fastened; or
  - ii) entry or access to the vehicle has been effected by forcible and violent means;
- 10 **Damage to Goods or General Contents** while at **Exhibitions**.
- 11 In respect of **Goods** any amount in excess of the **Sum Insured** shown in the **Schedule** for any one claim arising out of any one **Event**.
- 12 In respect of **General Contents** any amount in excess of £2,500 for all claims arising out of any one **Event**.

## Extensions to Cover

### THIS SECTION ALSO COVERS

## What is covered

- 1 Additional costs incurred in:
  - A) transshipping **Goods** or **General Contents** to another vehicle delivering it to the original destination or returning it to the place of despatch following **Damage** to the **Goods** or **General Contents** or an accident to the conveying vehicle;
  - B) the removal of debris following **Damage** to the **Goods** or **General Contents** or an accident to the conveying vehicle;
  - C) reloading **Goods** or **General Contents** on to any vehicle if they fall from a vehicle owned or operated by **You**.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.
- 3 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** or **General Contents** are entrusted.
- 4 **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle.
- 5 **Money** and securities.
- 6 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
- 7 **Damage** due to insufficient labelling or incorrect addressing.
- 8 Any amount in excess of £2,500 for all claims arising out of any one **Event**.

## What is covered

- 2 **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control while carried on any vehicle owned or operated by **You**.
  
- 3 **Damage** to the personal effects belonging to the driver or attendant while carried by any vehicle owned or operated by **You** in the course of the employment of the driver or attendant with **You**.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** or **General Contents** are entrusted.
  - 3 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
  - 4 **Damage** due to insufficient labelling or incorrect addressing.
  - 5 Loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any **Event** or is only revealed when an inventory is made.
  - 6 Any amount in excess of £2,500 for all claims arising out of any one **Event**.
- 
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 **Money** and securities.
  - 3 jewellery, precious stones, precious metals, bullion or furs.
  - 4 Any amount in excess of £500 for all claims arising out of any one **Event** for any one person.

## Section 2 Exhibitions

### What is covered

- 1 **Damage** by any cause to **Goods** or **General Contents** while at **Exhibitions** within the **Territorial Limits** shown in the **Schedule**.

### What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** or **General Contents** are entrusted.
- 3 **Money** and securities.
- 4 **Damage** to:
  - A) machinery due to its own running or operation;
  - B) **Goods** or **General Contents** by atmospheric or climatic conditions in respect of **Exhibitions** held in the open or in marquees or in tents;
  - C) **Goods** or **General Contents** whilst being demonstrated, tested or worn.

## What is covered

## What is not covered

- 5 **Damage** as a result of theft of **Goods** or **General Contents** left unattended at the **Exhibition** premises:
  - A) during **Exhibition** opening hours;
  - B) outside **Exhibition** opening hours unless theft involves entry to or exit from the room containing the **Goods** or **General Contents** by forcible and violent means or the **Exhibition** premises or site is patrolled by security personnel.
- 6 Any amount in excess of the **Limit of Liability** for any one **Exhibition** as shown in the **Schedule**.

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

- 1 **Wear and Tear**

Wear, tear, depreciation, deterioration, mildew, spillage, leakage, fermentation, taint, contamination, moth, vermin, mechanical or electrical breakdown, failure, or derangement unless external **Damage** has occurred.

## How We settle claims for Vehicles owned or operated by You

If any of the **Goods** or **General Contents** suffer **Damage** as covered under Section 1 of this Insurance within the **Territorial Limits** shown in the **Schedule** **We** will pay **You** the amount of loss or at **Our** option repair, reinstate or replace such property.

## Underinsurance in respect of Goods or General Contents

If the **Sum Insured** is less than 85% of the **Insurable Amount**, **You** will be responsible for the difference.

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

The Insurable Amount shall be the total value at the time of **Damage** of the property insured as carried in all vehicles owned or operated by **You**.

## How We settle claims for Exhibitions

If any of the **Goods** or **General Contents** suffer **Damage** as covered under Section 2 of this Insurance within the **Territorial Limits** shown in the **Schedule** **We** will pay **You** the amount of loss or at **Our** option repair, reinstate or replace such property.

## The most We will pay

The most **We** will pay in respect of any one **Exhibition** is the **Limit of Liability** as shown in the **Schedule** or any other stated **Limit of Liability**.

# Liabilities Insurance

## Section 1 Employers' Liability

### THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED 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 **Us** or with **Our** written approval) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the **Schedule**.

#### What is covered

Any **Person Entitled to Indemnity** is covered:

- 1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**:
  - A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man; or
  - B) while temporarily outside these territories, arising out of and in the course of employment by **You** in the **Business**.
- 2 in respect of:
  - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim;
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
  - C)
    - i) costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success.
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section, incurred with **Our** prior written consent.

#### What is not covered

- 1 **Road Traffic Legislation**  
Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation.
- 2 **Fines or Penalties**  
Any legal liability for:
  - A) fines or penalties;
  - B) the costs of appeal against any improvement or prohibition notices;
  - C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
  - D) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- 3 **Radioactive Contamination**  
Any legal liability directly or indirectly caused by, or contributed to by, or arising from:
  - A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it,
 where the legal liability is:
  - i) that of any principal;
  - ii) accepted under an agreement without which the legal liability would not exist.

## Extensions to Section 1

### THIS INSURANCE ALSO COVERS

#### What is covered

#### What is not covered

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##### 1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend **Court** as a witness in connection with a claim **We** will pay **You** the amount shown below:

- A) for any director or partner of **Yours** £500 per day;
- B) for any **Employee** £250 per day.

##### 2 Unsatisfied Court Judgments

If an **Employee** or their personal representative is awarded damages for **Injury** in any **Court** situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgment provided that:

- A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man;
- B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**;
- C) there is no on-going, planned or outstanding appeal;
- D) the **Employee** or their personal representative shall assign the judgment to **Us**.

## Employers' Liability – how We settle claims

### How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

### The most We will pay

**Our** liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means: acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM government in the United Kingdom or any other government de jure or de facto.

### Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

### Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

# Liabilities Insurance

## Section 2 Public Liability/Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

Any **Person Entitled to Indemnity** is covered:

1 up to the **Limit of Indemnity** against legal liability for damages in respect of:

- A) accidental **Injury** of any person;
- B) **Damage to Property**;
- C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way;
- D) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

happening during any **Period of Insurance** in connection with the **Business**.

2 in respect of:

- A) claimants' costs and expenses which **You** are legally liable to pay in connection with any claim under 1 above;
- B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
- C) i) costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success.
- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section;

incurred with **Our** prior written consent.

### What is not covered

#### 1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any:

- A) mechanically propelled vehicle other than legal liability arising out of:
  - i) the use of plant as a tool of trade on site;
  - ii) the use of plant at **Your Premises**;
  - iii) the loading or unloading of any vehicle, except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy;
- B) aircraft or other aerial device;
- C) aerospace device;
- D) hovercraft;
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

#### 2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

#### 3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than:

- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents;
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**;
- C) premises and their fixtures and fittings leased or rented to **You** 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.

## What is covered

## What is not covered

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### 4 **Pollution or Contamination**

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

### 5 **Product Defects and Recall**

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

### 6 **Professional Risks**

Any legal liability arising from or in connection with any advice, design or specification provided for a fee by **You** and not connected with the supply or intended supply of the **Your** products.

### 7 **Contractual Liability**

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

### 8 **Disposed Premises**

Any legal liability for the costs of remedying:

- A) any defect or alleged defect;
- B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**, in premises disposed of by **You**.

### 9 **Fines or Penalties**

Any legal liability for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices;
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction;
- E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

## What is covered

## What is not covered

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### 10 **Breach of Professional Duty**

Any legal liability arising out of or in connection with any breach of professional duty.

### 11 **Medical Malpractice**

Any legal liability arising out of **Medical Malpractice**.

### 12 **Fear of Asbestos**

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

### 13 **Asbestos Removal Costs**

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

### 14 **Aircraft Products**

Any legal liability arising from **Aircraft Products**.

### 15 **Contribution**

**Your Contribution** as shown in the **Schedule** in respect of:

- A) the claimants damages;
- B) the claimants costs and expenses.

### 16 **Cyber**

Any legal liability for mental injury arising from:

- A) loss destruction or corruption of **Data**;
- B) appropriation transmission use access to storage or modification of **Data**;
- C) the reduction in or loss of ability to use access process transmit modify or store **Data**;
- D) misinterpretation or misuse of **Data**.

## Extensions to Section 2

### THIS INSURANCE ALSO COVERS

#### What is covered

##### 1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

##### 2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend **Court** as a witness in connection with a claim **We** will pay **You** the amount shown below:

- A) for any director or partner of **Yours** £500 per day;
- B) for any **Employee** £250 per day.

##### 3 Contingent Motor Liability

**Your** legal liability to pay damages and/or costs resulting from:

- A) **Injury** to others; or
- B) **Damage** to **Property** belonging to others, arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

##### 4 Personal Legal Liabilities whilst Overseas

**We** will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

#### What is not covered

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
  - 1 Any legal liability arising out of:
    - A) the ownership or occupation of land or buildings;
    - B) where cover is provided by any other insurance policy;
    - C) all exclusions shown under 'What is not covered'.

## What is covered

### 5 Data Protection Act

**We** will provide an indemnity to **You** and if **You** so request any **Employee** or director or partner of **Yours** against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing.

**We** will also pay claimant's costs and expenses which **You** are legally liable to pay in connection with any claim incurred with **Our** prior written approval,

Provided that **You** have paid the appropriate fee under the Data Protection (Charges and Information) regulations 2018 or are exempt from doing so.

### 6 Defective Premises Act

**We** will indemnify **You** in respect of legal liability arising out of the ownership of premises in the event of any premises being disposed of by **You** prior or subsequent to the inception of this **Policy** where such liability devolves upon **You** by reason of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that:

- A) such liability is not otherwise insured; or
- B) **We** will not be liable in respect of damage to that part of such premises on which **You** or anyone on **Your** behalf has worked if such damage directly results from such work.

## What is not covered

- 1 Any amount in excess of £1,000,000 in the aggregate in any one **Period of Insurance**.
- 2 The payment of fines or penalties.
- 3 The costs of notifying any person regarding loss of **Data**.
- 4 The costs of replacing reinstating rectifying erasing blocking or destroying **Data**.
- 5 Any liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission.
- 6 Any claim which arises out of circumstances notified to previous insurers or known to **You** at the inception of this **Policy**.
- 7 Any legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

## Public Liability/Products Liability – how We settle claims

### How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a **Court** has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

**Your Contribution** as shown in the **Schedule** is payable before **We** will be liable to make any payment.

### The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

### Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

### Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

### United States of America Claims

In respect of claims happening or where a claim is brought in the **United States of America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

# Liabilities Insurance

## Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

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

- 1 legal costs and other expenses incurred with **Our** prior written approval;
- 2 costs awarded against **You** 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.

### Part A

In respect of a breach of:

- A) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and
- B) the health, safety and welfare of a director, partner or **Person Employed**.

### What is not covered

#### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

#### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

## What is covered

### Part B

In respect of a breach of:

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and
- ii) the health, safety and welfare of any person other than a director, partner or Person Employed,
- B) a breach of Part II of the Consumer Protection Act 1987;
- C) a breach of Part II of the Food Safety Act 1990.

## What is not covered

### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

### 2 Other Insurances

Where cover is provided by any other insurance policy.

### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos, Asbestos Dust or Asbestos Containing Materials**.

## Legal Defence Costs – how We settle claims

### How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

### Special Provision

**We** shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

### The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

### Our right to pay the full limit at any time

**We** may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

### Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

# Terrorism Insurance

## THIS INSURANCE 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 **Our** liability in any one **Period of Insurance** shall not exceed:

- i) in the whole the total **Sum Insured**; and
- ii) in respect of any item its **Sum Insured**, or any other stated **Limit of Liability** specified in the **Schedule** or elsewhere in 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 **Your Contribution** or Excess.

<b>Territory</b>	<b>Limit of Liability</b>
A) <b>Great Britain</b>	As otherwise specified in this <b>Policy</b>
B) Elsewhere in the world	Not insured

### Conditions

- 1 In any action, suit or other proceedings where **We** allege that any **Damage, Non-Damage** or loss resulting from **Damage to Property** is not covered by this Terrorism Insurance the burden of proving that such **Damage, Non-Damage** or loss is covered shall be upon **You**.
- 2 Any terms in this **Policy** which provide for adjustments of Premium based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.
- 3 If this **Policy** is subject to any Long-Term Agreement/Undertaking, it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions, and extensions of this **Policy** apply except in so far as they are 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 **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

### 3 Nuclear Risks and Chemical, Biological and Radiological Contamination

Any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- C) chemical and/or biological and/or radiological irritants, contaminants, or pollutants,

in respect of 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**:

- 1 results directly (or, solely as regards 2C) below, indirectly) from fire, explosion, flood, escape of water, beverages or oil from any tank, apparatus, pipe or appliance (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- 2 comprises:
  - A) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **You**; or

- B) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either:
    - i) damage to or destruction of **Property** insured by **You**; or
    - ii) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other property within one mile of the **Property** insured by **You** to which access is affected; or
  - C) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss; and
- 3 is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **Property** for the purposes of this Special Provision shall additionally exclude:

- A) any money (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
- B) any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of 2 within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in 1 within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **Property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

## 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 **Your** property or not.

## Non-Damage

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

- 1 access to, exit from or use of any premises located within the Territory owned or occupied by **You** being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an **Act of Terrorism**; 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 **You** which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in **Your** business, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

## 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 **Property 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.

# Fidelity Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## Special Condition

### Automatic cancellation of previous policies

From the effective date of this **Policy** all liability **We** may have under any previous policies **We** have issued to **You** in respect of cover now provided under this Fidelity Insurance, including that arising from any discovery period provided by the previous policy, is cancelled.

## Definitions specific to this Fidelity Insurance

The words shown below shall carry the same meaning throughout this Fidelity Insurance whenever used and shown in **bold** type.

In addition, any words defined in the “General Definitions” section of this **Policy** shall carry that same meaning throughout this Fidelity Insurance whenever used and shown in bold type unless expressly varied below, where for the purposes of this Fidelity Insurance they will carry only the meaning shown below. For clarity, if a word is defined both below and in the “General Definitions” section, only the definition shown below will be used in respect of this Fidelity Insurance.

### Any One Claim

All losses covered under this Fidelity Insurance which result from a **Fraudulent Act** or number of **Fraudulent Acts**:

- 1 of one person; or
- 2 of two or more persons acting **In Collusion**.

### Auditors Fees

Independent professional auditors fees necessarily and reasonably incurred by **You** to prove the amount of loss claimed under this Insurance.

### Benefit Plan

Any pension or benefit plan which **You** have established for the benefit of current and former **Employees**.

### Discovered or Discovery

The point when a **Director**, partner, equity partner, member, departmental director or senior manager employed by **You**:

- 1 first becomes aware of facts which would cause a reasonable person to believe that a loss has been incurred or is likely to be incurred
- 2 first receives an allegation of facts that if true would cause a loss to be incurred, under this Fidelity Insurance regardless of:
  - A) when the act or acts causing or contributing to the loss occurred;
  - B) whether the exact amount or details of the loss are known.

## Employee(s)

Any person:

- 1 employed under a contract of service or apprenticeship with **You** in the normal course of **Your Business** other than members of **Your** Board of Directors or equivalent management board;
- 2 who is:
  - A) undertaking study, work experience, training placement or secondment;
  - B) working exclusively for **You** and for no other party under a contract for services as a consultant having previously been employed by **You**;
  - C) provided to **You** by an agency;
  - D) engaged by **You** to develop a system, under **Your** control and direction.
- 3 who is a member of **Your** Board of Directors or equivalent management board other than any equity partner, member or partner in **You**;
- 4 who falls into any of the above categories 1 to 3 who **You** are unable to identify by name but whose **Fraudulent Acts** have caused a loss and **You** are able to prove that the loss was due to those **Fraudulent Acts**;
- 5 who falls into any of the above categories 1 to 3 shall remain an employee for the purposes of this Fidelity Insurance for the first sixty days following any termination of any contract of service or contract for services.

In the event that there is more than one Policyholder shown in the **Schedule**, for the purposes of this Fidelity Insurance an **Employee** of any one Policyholder shown in the **Schedule** is considered to be an **Employee** of all Policyholders shown in the **Schedule**.

## Fraudulent Act(s)

An act or acts of fraud or dishonesty committed by an **Employee** or **Employees** which is intended to obtain an improper financial gain for themselves or any other person or organisation.

## In Collusion

Two or more **Employees** who materially assist each other or who are both involved, connected, implicated or assist in carrying out any **Fraudulent Act**.

## Information

Information contained in a manuscript record, account, microfilm, tape or other record whether or not contained in a system.

## Minimum Standards of Control

The minimum standards of supervision and accounting procedures that are set out in this Fidelity Insurance under the heading "Requirements which **You** must comply with to prevent loss under this Insurance", which **We** require **You** to have in force to protect against the loss of **Money**, **Securities** or **Property**.

## Money

- 1 Currency, coins and bank notes in current use and bullion.
- 2 Travellers cheques, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps and petrol cards all in current use and unused credits in franking machines.
- 3 Monetary balances held at a financial institution to **Your** credit.

## Property

Tangible property other than **Money**, **Securities**, **Information** or **Data**.

## Responsible Official

- 1 Any of **Your** directors or executive officers or accounting or audit managers.
- 2 Any internal auditor, inspector, accountant or other person responsible for overseeing compliance with standards of supervision, accounting or security.

## Securities

Means negotiable and non-negotiable instruments which represent **Money** or **Property** but does not include the actual **Money** or **Property** represented.

## What is covered

### Events

#### 1 Employee Fraud

Loss of **Money**, **Securities**, or **Property** owned or leased by **You** which directly results from a **Fraudulent Act** by an **Employee** or **Employees**.

## What is not covered

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

2 Salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other earnings or benefits earned in the normal course of employment.

3 Profits, dividends or other income or interest.

4 Taxes, penalties, fines or damages except for direct compensatory damages if specifically covered by this Fidelity Insurance.

5 Loss of any nature which is not directly attributable or linked to the **Fraudulent Act** other than as specifically covered by this Fidelity Insurance.

6 Any **Damage** to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.

7 Any loss arising from private work undertaken by any **Employee** for any of **Your** directors, partners, equity partners, members or **Employees**.

8 Any loss first **Discovered**:

A) prior to the start of the **Period of Insurance**;

B) after the expiry of the **Period of Insurance** unless cover is provided by the Discovery Period Extension.

## What is covered

## What is not covered

- 9 Loss which is alleged solely on the basis of:
  - A) a profit and loss comparison; or
  - B) a comparison of inventory records with an actual physical count,
 but this shall not prevent **You** from providing this information in support of a claim for loss where **You** have established wholly independently from this information that a loss arising from a **Fraudulent Act** has occurred.
- 10 Loss arising from a **Fraudulent Act** committed by:
  - A) an **Employee** who controls more than five percent of **Your** voting share capital at the time of committing the **Fraudulent Act**;
  - B) any of **Your** equity partners, partners or members whether acting alone or **In Collusion** with another **Employee** or with other persons.
- 11 Loss arising from any **Fraudulent Act** committed by an **Employee** or **Employees** normally resident outside **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.
- 12 Loss arising from a **Fraudulent Act** by any **Employee** which occurs after the time when one of **Your** directors, partners, equity partners, members, departmental directors or senior managers, who is not acting **In Collusion** with the **Employee**, first becomes aware of facts which indicate that an act of fraud or dishonesty has been or is likely to be committed by the **Employee**, regardless of whether the act occurred before or after the commencement of employment with **You**.

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

## What is covered

### 1 Care Custody and Control

Loss of **Money**, **Securities** or **Property** which:

- A) is in **Your** care, custody or control;
  - B) **You** are legally liable for,
- directly arising from a **Fraudulent Act** by an **Employee** or **Employees**.

The maximum amount **We** will pay in respect of any loss covered by **Event** 1 and this extension is the **Limit of Indemnity** shown in the **Schedule**.

## What is not covered

- 1 Any cover excluded under the heading “What is not covered” in respect of **Event** 1 above.

## What is covered

### 2 Auditors Fees

Auditors Fees incurred with **Our** prior written consent. The maximum amount **We** will pay in respect of any loss covered by **Event 1** and this extension is the **Limit of Indemnity** shown in the **Schedule**.

### 3 Discovery Period

Following the expiry date or earlier termination of this **Policy You** may continue to notify **Us** of any loss or losses which are first **Discovered** during the first 24 months after the expiry date of this **Policy** or the date of earlier termination, whichever is the earliest.

**We** will deem any loss **Discovered** during this 24 month period to have been **Discovered** during the **Period of Insurance** in force immediately prior to the expiry date or earlier termination date.

### 4 Previous Insurance

If a loss is **Discovered** which occurred prior to the effective date of this Fidelity Insurance **We** will provide cover in respect of that loss provided that:

- A) **You** or the previous owner of the **Business** have purchased one or more policies that provided cover in respect of the loss but which has been cancelled or has expired and for which this **Policy** has been issued in substitution; and
- B) cover under the previous policy was in force for a continuous period from the date of the loss until the effective date of this **Policy**; and
- C) the loss was **Discovered** after the discovery period of loss under the previous policy had expired; and
- D) the loss is first **Discovered** during the **Period of Insurance** or any applicable discovery period provided by this Fidelity Insurance; and
- E) the loss would have been covered by this **Policy** had it been in effect when the **Fraudulent Acts** causing the loss were committed.

The maximum amount **We** will pay in respect of any loss covered by **Event 1** and this extension is the **Limit of Indemnity** shown in the **Schedule**.

## What is not covered

1 Any cover excluded under the heading “What is not covered” in respect of **Event 1** above.

1 Any cover excluded under the heading “What is not covered” in respect of **Event 1** above.

2 Any loss or that part of a loss which occurs after the expiry date or earlier termination date of the **Policy**, whichever is the earliest.

3 Any loss **Discovered** during this 24 month period if **You** have arranged cover under a similar policy with **Us** or any other insurer regardless of whether the other policy provides cover for **Fraudulent Acts** occurring prior to its effective date.

1 Any cover excluded under the heading “What is not covered” in respect of **Event 1** above.

2 Any amount which exceeds the limit of indemnity provided by the previous policy had it remained in force.

## What is covered

### 5 Benefit Fund Trustees

**We** will indemnify the Trustees of any **Benefit Fund** in respect of loss which the Trust may incur as a result of a **Fraudulent Act** insured by this Fidelity Insurance which is committed by any of **Your Employees**.

For the purposes of this extension **We** agree that all persons nominated as Trustees are treated as **Employees**.

## What is not covered

- 1 Any cover excluded under the heading “What is not covered” in respect of **Event 1** above.

## Fidelity Insurance – how We settle claims

If **You** incur loss of **Money**, **Securities** or **Property** covered by any of the **Events** insured in this Fidelity Insurance **We** will pay **You** the amount of the loss.

### The most We will pay

In respect of any one claim the most **We** will pay is the **Limit of Indemnity** stated in the **Schedule**.

In respect of all loss **Discovered** during the **Period of Insurance** and any applicable **Discovery** period the most **We** will pay is the **Limit of Indemnity**.

### Your Contribution

**Your Contribution** shown in the **Schedule** does not form part of the **Limit of Indemnity** and is payable by **You** before the **Limit of Indemnity** is applied to any loss.

### Single Insured

- 1 **Discovery** made by one Policyholder shown in the **Schedule** is deemed to be **Discovery** by every Policyholder shown in the **Schedule**.
- 2 The **Limit of Indemnity** shown in the **Schedule** shall apply once and not individually to each Policyholder shown in the **Schedule**.
- 3 **We** will not pay for any loss incurred by one Policyholder shown in the **Schedule** to the advantage of any other Policyholder shown in the **Schedule**.
- 4 **Our** liability in respect of loss incurred by any or all Policyholders shown in the **Schedule** shall not exceed the amount for which **We** would be liable if all loss had been incurred by one Policyholder shown in the **Schedule** alone.
- 5 If a loss from the same source is incurred by more than one Policyholder shown in the **Schedule** **We** will pay the agreed amount of loss in a single sum. **We** will not be responsible for the distribution of the loss paid between Policyholders shown in the **Schedule** and payment of the single sum shall release **Us** from all liability to all Policyholders shown in the **Schedule** in relation to the loss.

### Contribution by other Insurances

If a loss covered under this **Policy** is also partly covered under a policy issued by another insurer, provided that payment for the loss has been agreed by the other insurer, any **Contribution** applicable to the loss under this **Policy** will be reduced by the contribution applied under the other insurer’s policy.

## Other considerations when settling claims under this Insurance

### Recoveries

If any recovery of **Money, Securities** or **Property** lost following a **Fraudulent Act** is made by **You** or **Us** the recovery will be held for **Our** benefit. The amount recovered less the reasonable costs of recovery will be allocated in the following order:

- 1 to **You** in respect of any amount in excess of the total amount of the **Limit of Indemnity** plus **Your Contribution** where applicable;
- 2 to **Us** in respect of all sums paid in settlement of loss made under this **Policy**;
- 3 to **You** in respect of the amount of **Your Contribution**.

### Valuation

**We** will not be liable for more than:

- 1 A) the actual market value of **Securities** at the close of business on the business day immediately preceding the day on which the loss was **Discovered**; or  
B) the actual cost of replacing the **Securities** whichever is the less;
- 2 A) the cost of blank materials as stationery;  
B) the cost of clerical labour and computer time spent in reproducing Information;
- 3 the value of foreign currency calculated in pounds sterling at the rate of exchange published in the Financial Times as the closing mid-point rate on the day of **Discovery**;
- 4 the value of **Property** at the time of the loss or at **Our** option the cost of repairing, re-instating or replacing the **Property** whichever is the less.

## Requirements which You must comply with to prevent loss under this Insurance

### References Condition

It is a requirement of this Insurance that **You** shall obtain satisfactory references to confirm the honesty of each **Employee** who will be responsible for duties in respect of money, goods, accounts, computer operations or computer programming employed after the effective date of this **Policy**.

These references shall be obtained directly from the **Employee's** former employers for the three years immediately prior to the start date of the employment and before the **Employee** is allowed to work without supervision.

References need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of **Employees** joining directly from school or government sponsored Youth training schemes one character reference shall be obtained.

A written record of any verbal reference shall be made at the time it is obtained.

The original copy of each written reference and the record of any verbal reference shall be retained by **You** and shall be made available for inspection by **Us** on request.

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

## Minimum Standards of Control

It is a requirement of this Insurance that **You** must ensure that the **Minimum Standards of Control** shown below are in force and operated by **You** and are not altered by **You** unless **We** agree to the change in writing.

If **You** do not operate the **Minimum Standards of Control** **We** may refuse to pay **Your** claim.

### 1 Auditors

**Your** accounts shall be examined by external auditors every twelve months.

All recommendations or alternatives acceptable to the auditors shall be implemented without delay.

### 2 Cash receipts

**Employees** receiving cash and cheques in the course of their duties are required to remit all monies received and/or bank in full on the day of receipt or next banking day.

### 3 Reconciliation

Independently of the **Employees** responsible bank statements, receipts, counterfoils and supporting documents are checked at least monthly against cash book entries and the balance reconciled against cash and unrepresented cheques.

### 4 Cheque signing and telephone and facsimile transfers

All cheques, transfer instructions or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted.

No cheque, transfer instruction or other instrument shall be signed until one signatory has examined the documentation supporting the request. **Your** bankers must be advised of the above requirements in respect of signatures.

In respect of telephone or facsimile instructions:

- A) **Your** bank must be required to call back to an authorised **Employee** to verify instructions before the transaction is processed;
- B) transfer instructions must be verified in all cases by a password or code;
- C) each authorised **Employee** must use a password or code unique to them;
- D) **You** will confirm the transfer instruction in writing within 24 hours of the transaction commencing.

### 5 Cash and petty cash

Cash in hand and petty cash shall be checked independently of the **Employees** responsible at least monthly and additionally without warning every six months.

### 6 Payroll

In respect of **Employees** not paid by crossed cheque or credit transfer the payroll documentation will be subject to an independent check before payment to ensure that the total amount drawn is correct.

At least quarterly and independently of the **Employees** responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

### 7 Stocktaking

There will be a physical check on all **Stock** held against verified **Stock** records independently of the **Employees** responsible at intervals of not more than 12 months.

### 8 Ordering goods

The ordering of **Stock**, the recording of receipts of **Stock** and the authorisation of payment for **Stock** will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

## 9 Statements of account

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **Employees** receiving or collecting monies.

Action by management shall be taken if an account becomes three months overdue.

## 10 Computer security and Electronic Funds Transfer

Security checks will be built into all computer functions and reconciliations made as necessary.

Responsibility for the authorisation of transactions, processing of transactions and handling of output will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

In respect of electronic funds transfer one **Employee** must not be permitted to release transfer authorities to the bank. A second **Employee** with higher authority must check and authorise the instructions before release. Entries by each **Employee** must be authorised by password and each **Employee** authorised to undertake these activities must be allocated a password unique to them.

The appropriate authority limits per **Employee** must be built in to the computer program.

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

## 20/80 Extension

In the event that any claim results from or is contributed to by the failure of any **Employee** or **Employees** to observe any part of the **Minimum Standards of Control** provided that **You** can prove:

- A) that **You** have complied with the **Minimum Standards of Control** condition stated above; and
- B) such failure was without **Your** knowledge or consent or that of any **Responsible Official**,

then **We** will pay any claim resulting therefrom but subject to **You** agreeing to pay:

- i) in addition to the amount of **Your Contribution** 20% of the amount which **We** would otherwise have been liable for; or
- ii) £2,500 in all,

whichever is the greater.

If the **Minimum Standards of Control** are avoided by the actual **Employee** or **Employees** committing the **Fraudulent Act** without **Your** knowledge or that of a **Responsible Official** the claim will be payable without deduction subject otherwise to the terms of this **Policy**.

## Termination of Employment

It is a requirement of this Insurance that if the employment of an **Employee** is terminated **You** must take all reasonable precautions to prevent fraud or dishonesty by that **Employee**.

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

# Personal Accident Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

We will pay **You** the appropriate Benefit if during the **Operative Time** as shown in the **Schedule** an **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death or **Disablement**.

The appropriate Benefit below is payable in accordance with the amounts per Employee Type detailed in the **Schedule**, subject to the **Aircraft Accumulation Limits** and **Maximum Incident Limit** shown.

## Benefits

- 1 Death;
- 2 **Loss of Limb or Loss of Eye:**
  - A) two or more limbs or both eyes or one of each;
  - B) one limb or one eye.
- 3
  - A) Permanent total loss of speech;
  - B) Permanent total loss of hearing in both ears;
  - C) Permanent total loss of hearing in one ear.
- 4 Permanent Total **Disablement** from gainful employment of any and every kind.
- 5 Temporary Total **Disablement** from the **Insured Person's** usual occupation in the **Business**.
- 6 Temporary Partial **Disablement** from at least 50% of the **Insured Person's** usual occupation in the **Business**.

## What is not covered

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

- 1 **Activities**

the **Insured Person** engaging in or practicing for any of the following excluded activities:

  - A) flying other than as a passenger;
  - B) motorcycling as a rider or passenger;
  - C) parachuting;
  - D) racing other than on foot or in dinghies;
  - E) winter sports other than curling or skating.
- 2 **Conditions**
  - A) the **Insured Person** taking or attempting to take their own life or as a result of self inflicted injury;
  - B) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**);
  - C) the **Insured Person** having a physical or mental defect of any sort which was known to them when the **Policy** was issued or at renewal unless the defect has been notified to and been accepted in writing by **Us**;
  - D) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.
- 3 **Terrorism**

any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 4 **Radioactive Contamination**

radioactive contamination (not resulting from bodily injury following an **Accident**).

## What is covered

## What is not covered

- 5
  - A) the **Insured Person** being permanently seconded overseas or seconded to the UK from overseas on a temporary basis;
  - B) any **Business** trip exceeding 31 days in duration;
  - C) regular visits to overseas installations;
  - D) any manual work undertaken whilst travelling;
  - E) **Business** travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country);
  - F) the **Insured Person** being 75 years or older.

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

## What is covered

## What is not covered

The following extensions are payable in addition to any Benefit paid under Benefits 1-6 of the Insurance subject to the **Maximum Incident Limit** shown in the **Schedule**.

#### 1 Medical Expenses

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the incurring of **Medical Expenses** in the treatment of the **Insured Person** **We** will pay up to 25% of any amount paid under Benefits 1-6 subject to a limit of £3,000 any one **Insured Person**.

#### 2 Coma Benefit

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they remain in a continuous unconscious state.

#### 3 Commuting Expenses

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** sustaining disablement from at least 50% of the **Insured Person's** usual occupation in the **Business** **We** will pay expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at **Your** request up to £50 per week up to a maximum £250 any one **Insured Person**.

## What is covered

## What is not covered

### 4 Dependents Benefit

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death for which Benefit 1 is paid **We** will pay an additional 2% per child provided they are:

- A) unmarried and dependent; and
- B) under 18 years of age or under 25 years of age if in full-time education,  
subject to a maximum of £5,000.

### 5 Hospitalisation

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 2 years is the sole and independent cause of the **Insured Person** being admitted to **Hospital** on the recommendation of a **Medical Practitioner We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they are a **Hospital** in-patient.

### 6 Paralysis

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** suffering paralysis **We** will pay the following Benefit:

- A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4;
- B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.

## Personal Accident Insurance – how We settle claims

Benefit shall not be payable in respect of any one **Insured Person** under more than one of the Benefits 1-4 in connection with the same **Accident**.

No claim for **Disablement** shall be payable under Benefits 2 to 4 until such time as reasonable evidence has been provided to **Us** to show that such **Disablement** is permanent and that there is no reasonable expectation of recovery.

**We** will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1-4 in connection with the same **Accident**.

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1-4.

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

## The most We will pay in respect of Benefits 5 and 6

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

**We** will not pay more per week than:

- 1 the **Insured Person's** average weekly wage in respect of Benefit 5;
- 2 50% of the **Insured Person's** average weekly wage in respect of Benefit 6.

## Disappearance

In the event of disappearance of the **Insured Person** if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of bodily injury following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

## Minors

If the **Insured Person** is under the age of 16:

- 1 the maximum amount **We** will pay in respect of Benefit 1 will be limited to a maximum of £10,000;
- 2 no amount will be payable under Benefit 5 or 6.

## Other considerations when settling claims under this Insurance

### Assignment

**We** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Insurance.

### Interest

Interest will not be added to any amount paid under this Insurance.

### Other Interests

**Your** receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us**. If there is more than one Policyholder specified in the **Schedule** having an interest in the **Insured Person** the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this Insurance.

# Legal Expenses Insurance

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

## The Insurance Provided

This Section of the **Policy** provides a ‘claims made’ insurance. It covers Legal Expenses arising from matters notified to **Us** during the **Period of Insurance**, as set out below.

## Legal Expenses

### What is covered

- 1 **Legal Expenses** incurred during **Legal Proceedings** when all the following apply.
  - A) The **Legal Proceedings** arise in the usual conduct of **Your Business**.
  - B) The **Legal Proceedings** either:
    - i) start and are notified to **Us** during the **Period of Insurance**; or
    - ii) arise from a **Dispute** notified to **Us** during the **Period of Insurance**.
  - C) The **Legal Proceedings** relate to any of the following matters, which are fully described below under the heading ‘Covered Legal Proceedings’
    - 1 Employment Disputes
    - 2 Prosecution Defence
    - 3 Occupied Property
    - 4 Damage to Goods
    - 5 Taxation Enquiries
    - 6 Appeals to Statutory Bodies
    - 7 Bodily Injury Recovery
    - 8 Contract Disputes

### What is not covered

- 1 Any amount more than the **Limit of Indemnity** shown in the **Schedule** for any one **Event** and in respect of all **Events** notified in the **Period of Insurance** (specific sub-limits also apply to some types of **Legal Proceedings**, and these are set out where those **Legal Proceedings** are described below under the heading ‘Covered Legal Proceedings’).
- 2 **Legal Proceedings** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.
- 3 **Legal Proceedings** arising from a **Dispute** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.
- 4 **Legal Proceedings** arising from a **Dispute** which commenced before the **Period of Insurance**, unless **You** have continuously purchased ‘claims made’ insurance covering such **Legal Proceedings** from the date and time that the **Dispute** commenced.
- 5 **Legal Proceedings** or **Disputes** not notified to **Us** as soon as reasonably possible when **You** first becomes aware of them, or ought to have become aware of them.

The full procedures relating to the notification of **Legal Proceedings** and **Disputes** are set out in ‘Claims Conditions: Notification’ below.

- 6 **Legal Proceedings** where there is not a 51% or greater prospect of successfully pursuing or defending the **Legal Proceedings**.
- 7 **Legal Proceedings** where the prospect of obtaining a reasonable outcome is uneconomical relative cost of the **Legal Proceedings**.

## What is covered

## What is not covered

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- 8 The estimate of the **Legal Expenses** to deal with **Your** claim must not be more than the amount of money in **Dispute**. The estimate of the **Legal Expenses** will be provided with the assessment of **Your** case and will be carried out by **Arc**. If the estimate exceeds the amount in **Dispute**, **We** may decline or end support for **Your** case.
- 9 Any **Legal Expenses** incurred without the prior written consent of **Arc**. (The process by which **Arc's** consent can be obtained is set out in 'Claims Conditions: Consent' below).
- 10 **Legal Proceedings** which begin or are transferred outside the **Territorial Limits**.
- 11 **Legal Expenses** incurred outside the **Territorial Limits**.
- 12 **Legal Expenses** which:
  - A) are covered under any other Section of this **Policy** purchased by **You** and shown as 'Included' in the **Schedule**; or
  - B) which would be covered under any other Section of this **Policy** if that Section had been purchased by **You** and was shown as 'Included' in the **Schedule**,  
including any **Legal Expenses** which would be covered but for the **Limits of Liability** or any other exclusion, term, or condition applicable to that Section.
- 13 **Legal Expenses** covered under any other insurance policy, or which would be covered under any other insurance policy if this **Policy** did not exist. This does not apply to the difference between the amount payable under that other insurance policy and the amount payable under this **Policy**.
- 14 **Legal Proceedings** in any way connected to a **Dispute** involving a third party in respect of which **You** hold liability insurance or are required to hold liability insurance by law.
- 15 Damages, fines, or penalties of any nature.
- 16 Any **Dispute** between **You** or between **You** and any subsidiary, parent, associated or sister company.
- 17 The defence of **Legal Proceedings** brought by a party who is an **Insured Person** for the purpose of those **Legal Proceedings**.

## What is covered

## What is not covered

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- 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

### What is not covered

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- 1 The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend court for jury service because of a summons received during the **Period of Insurance**.
- 2 If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend court for jury service because of a summons received during the **Period of Insurance**.

- 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

### What is not covered

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- 1 The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.
- 2 If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.

- 1 Any amount more than £150 per day per **Employee**.
- 2 Attendance in connection with **Legal Proceedings** in respect of which **Arc** has not given consent for **Legal Expenses** to be paid under this **Policy** in accordance with the provisions set out in 'Claims Conditions: Consent' below.

## Covered Legal Proceedings

### 1 Employment Disputes

#### What is covered

- 1 The defence of **Legal Proceedings** brought against **You** which arise from a **Dispute** between **You** and an **Employee**, ex-**Employee** or prospective **Employee** relating to their contract of employment or any actual or alleged breaches of their statutory rights under employment legislation applicable within the **Territorial Limits**.
- 2 The pursuit of **Legal Proceedings** brought by **You** to recover possession of premises owned by **You** but occupied by an **Employee** or ex-**Employee**.

#### What is not covered

- 1 Any **Dispute** arising within three months of the commencement of the **Period of Insurance** unless this **Policy** is a renewal of a previous policy issued by **Us** which provided substantially the same employment cover.
- 2 Any **Dispute** arising within six months of the commencement of the **Period of Insurance** with an **Employee** to whom a warning was given at any time in the six months prior to the commencement of the **Period of Insurance** unless this insurance is a renewal of a previous policy issued by **Us** which provided substantially the same employment coverage.
- 3 Any **Dispute** arising from:
  - 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 **Our** Legal Advice Helpline and this advice was followed.

To access this service contact **Our** legal consultants on 01455 251500 quoting 70108. This service is available 24 hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside of **Our** control.
- 4 Any **Dispute** in connection with restrictive covenants contained with the contract of employment
- 5 Any **Dispute** in connection with patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.
- 6 Any **Dispute** in connection with relating to actual or alleged defamation or malicious falsehood.
- 7 Any **Dispute** in connection with a transfer of business in the scope of or in connection with rights or obligations under The Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 8 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
- 9 Any **Dispute** relating to damage to property including loss of use of such property.
- 10 Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.

## Additional Insurance Provided: Basic and Compensatory Awards

### What is covered

**We** will also indemnify **You** in respect of:

- 1 any basic and/or compensatory award which **You** must pay because of a judgment in a **Dispute** covered under 1 Employment Disputes.

### What is not covered

- 1 Additional awards, protective awards, aggravated damages or interim relief, or any award or settlement which exceeds the maximum sums that can be awarded in the employment tribunal on the same facts as a basic and/or compensatory award.
- 2 Awards of compensation or settlements made to the extent that they relate to contractual rights accrued before the actual or alleged breach of the actual or alleged contract of employment.
- 3 Awards or settlements made because of a failure to provide written reasons for dismissal.
- 4 Awards or settlements made which relate to a **Dispute** involving trade union activities including membership or non-membership.
- 5 Awards or settlements made which relate to a **Dispute** involving pregnancy, maternity, or paternity rights.
- 6 Awards or settlements made to the extent that they arise from **Your** obligation to make redundancy payments.

## 2 Prosecution Defence

### What is covered

- 1 **Your** representation or, at **Your** request, representation of any **Partner, Director, or Employee**:
  - A) during any investigation by the police or other statutory authority into an alleged criminal offence committed by that person;
  - B) against prosecution in a court of criminal jurisdiction; or
- 2 Against a civil action for wrongful arrest or false imprisonment of any person accused of theft.

### What is not covered

- 1 Any **Dispute** relating to a breach of or offence under:
  - A) the Health and Safety at Work etc. Act 1974; or
  - B) the Corporate Manslaughter and Corporate Homicide Act 2007; or
  - C) any breach of equivalent or amending legislation within the **Territorial Limits**.
- 2 Any **Dispute** relating to a breach of or offence under:
  - A) Part II of the Consumer Protection Act 1987;
  - B) the General Product Safety Regulations 2005;
  - C) the Food Safety Act 1990;
  - D) the General Food Regulations 2004; or
  - E) any breach of equivalent or amending legislation within the **Territorial Limits**.
- 3 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
- 4 Any **Dispute** alleging damage to any property including loss of use of such property.
- 5 Any **Dispute** relating to taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs, and any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.
- 6 Any **Dispute** arising from or relating to the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

### 3 Occupied Property

#### What is covered

- 1 The pursuit or defence of **Legal Proceedings** by **You** relating to the possession, tenancy, or lease of freehold or leasehold premises occupied for commercial purposes by **You**.
- 2 The pursuit of **Legal Proceedings** by **You** against a third party relating to a negligent act or omission, nuisance, trespass, or criminal damage in respect of freehold or leasehold premises occupied for commercial purposes by **You**.

#### What is not covered

- 1 Any **Dispute** related to premises not advised to **Us** by **You** before the **Period of Insurance**, or if first owned or occupied during the **Period of Insurance**, as soon as practicable and before the **Dispute** arose.
- 2 Any **Dispute** related to premises located outside the **Territorial Limits**.
- 3 Any **Dispute** between **You** and a lessee or tenant including without limitation those arising from rent reviews, lease, tenancy, or licence disputes, or relating to recovery of rent payable.
- 4 The defence of **Legal Proceedings** relating to death, bodily injury, disease, or illness of any person or alleging damage to any property including loss of use of such property.
- 5 Any **Dispute** relating to freehold title in respect of any premises.
- 6 Any **Dispute** in connection with mining or other subsidence or heave.
- 7 Any **Dispute** arising from compulsory purchase, confiscation, nationalisation, or requisition of freehold or leasehold premises.
- 8 Any **Dispute** over restrictions or controls placed on any freehold or leasehold premises by a government, public or local authority.
- 9 Any **Dispute** with a government, public or local authority or those acting on their behalf arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing, or other works.

### 4 Damage to Goods

#### What is covered

- 1 The pursuit of **Legal Proceedings** by **You** against a third party relating to a negligent act or omission or criminal damage in respect of goods owned by **You** or for which **You** are legally responsible.

#### What is not covered

- 1 Any **Dispute** related to goods located outside the **Territorial Limits**.
- 2 Any **Dispute** relating to goods in transit or lent or hired to third parties.
- 3 Any **Dispute** relating to goods at premises other than those occupied by **You** unless they are at such premises for installation or use in work to be carried out by **You**.

## 5 Taxation Enquiries

### What is covered

- 1 Response to an enquiry into **Your** personal, partnership or company tax return by HM Revenue & Customs following the issue of the applicable statutory notice, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).
- 2 Response to expressions of dissatisfaction in the course of a Compliance Check by HM Revenue & Customs relating to Pay As You Earn, National Insurance Contributions or Value Added Tax, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).

### What is not covered

- 1 Any amount more than £25,000 for any one **Dispute** or series of **Disputes** arising from materially the same facts.
- 2 Any amount more than £100,000 for all **Disputes** and **Legal Proceedings** notified during the **Period of Insurance**.
- 3 Any enquiry into a tax return that was filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing.
- 4 Costs in connection with the normal reconciliation of annual accounts and VAT (Value Added Tax) returns.
- 5 Any enquiry into a tax return that arises from enquiries into earlier years' tax returns, or other tax returns already under enquiry.
- 6 **Legal Proceedings** relating to actual or alleged non-disclosure of a tax avoidance scheme.
- 7 **Legal Proceedings** relating to **Your** use of a tax avoidance scheme which was or should have been disclosed under the above.
- 8 **Legal Proceedings** relating to Research and Development tax relief or Patent Box.
- 9 **Legal Proceedings** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
- 10 **Legal Proceedings** involving misstatement with intent to deceive in any relevant business books, records or returns which was known to **You** or any partner or director of **Yours** at the time such misstatement was made.  
If such intent to deceive is shown **We** shall be entitled to recover any **Legal Expenses** paid in respect of such **Legal Proceedings**.
- 11 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
- 12 Any criminal investigation or enquiry into taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs. Any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.

## 6 Appeals to Statutory Bodies

### What is covered

- 1 Appeal against an improvement, prohibition or suspension notice served on **You** under:
  - A) the Health and Safety at Work etc. Act 1974;
  - B) the Consumer Protection Act 1987;
  - C) the General Product Safety Regulations 2005;
  - D) the Food Safety Act 1990;
  - E) the General Food Regulations 2004; or
  - F) equivalent or amending legislation within the **Territorial Limits**.
  
- 2 Appeal against an information, assessment or enforcement notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.
  
- 3 Appeal to the relevant statutory body or court concerning a decision by a registration authority to suspend, revoke, alter the terms of or refuses to renew a statutory licence.

### What is not covered

- 1 Any costs involved in the review or rectification of matters identified in, or compliance with, an improvement, prohibition, or suspension notice.
  
- 2 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
  
- 1 Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice.
  
- 2 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
  
- 3 Appeal against a penalty or penalty variation notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.
  
- 1 Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice.
  
- 2 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
  
- 3 Any costs incurred in the routine application for or renewal of a statutory licence, or in applying for a replacement or amended licence following a suspension, revocation, alteration of the terms of, or refusal to review a statutory licence.
  
- 4 The pursuit or defence of **Legal Proceedings** between **You** and a government, public or local authority concerning the imposition of statutory charges.

## 7 Bodily Injury Recovery

### What is covered

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- 1 The pursuit of compensation by **You** following an event happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to **You**.
- 2 At **Your** request, the pursuit of compensation by any **Partner, Director, or Employee of Yours** following an occurrence happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to any partner, director, or **Employee of Yours**.
- 3 Where an occurrence causing bodily injury to an **Insured Person** in the course of **Your Business** also directly causes bodily injury to a member of that **Insured Person's** immediate family, the pursuit of compensation by that immediate family member.

### What is not covered

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- 1 **Legal Expenses** arising from or relating to any illness or bodily injury which develops gradually or is not caused by a specific and sudden event
- 2 Compensation in respect of bodily injury which is covered by a policy of liability insurance which **You** hold or are required to hold by law.

## 8 Contract Disputes

### What is covered

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- 1 The pursuit or defence of **Legal Proceedings** by **You** arising from a **Dispute** with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services.

### What is not covered

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- 1 **Legal Expenses** more than £5,000 in relation to any one **Dispute** or series of **Disputes** involving the same customer or supplier.
- 2 Any **Dispute** in respect of an amount less than £1,000 unless it forms part of a series of **Disputes** involving the same customer or supplier where the total amount in dispute is more than £1,000.
- 3 Any **Dispute** about either the amount an insurer should pay to settle an insurance claim or the way a claim should be settled, including claims not paid.
- 4 Any **Dispute** involving recovery or payment of an undisputed debt.
- 5 Any **Dispute** in connection with the letting, tenancy, construction, extension, alteration, demolition, repair, renovation, or refurbishment of any premises.
- 6 Any **Dispute** in respect of a licence or franchise agreement.
- 7 Any **Dispute** relating to computer software or hardware that has been tailored by or on behalf of a supplier or by or on behalf of **You**.
- 8 Any **Dispute** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.

## What is covered

## What is not covered

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- 9 Any **Dispute** relating to actual or alleged defamation or malicious falsehood.
- 10 Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (off-payroll working) rules.
- 11 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.
- 12 Any **Dispute** relating to damage to any property including loss of use of such property.
- 13 The defence of **Legal Proceedings** alleging breach of any professional duty.

## Claims Conditions

### Notification

**You** must notify **Us** immediately in writing upon becoming aware of any **Legal Proceedings** or **Dispute** which may be covered under this Section of the **Policy**.

**We will not make any payment in respect of Legal Proceedings or Disputes which are not notified in accordance with this requirement.**

**We** will forward any notifications to **Arc** who are appointed to manage claims under this Section of the **Policy**.

### Special procedure for Employment Dispute claims

If a Form ET1 (Originating Application) is received from an employment tribunal, **You** must notify **Us** of the **Dispute** as set out above if this has not already been done.

In addition, in view of the statutory time limit applicable to response, **You** must immediately forward Form ET1 to **Arc** together with Form ET3 (Notice of Appearance by Respondent), which should be left blank.

**We** will not make any payment in respect of **Legal Proceedings** or **Disputes** relating to employment where these requirements are not adhered to.

### Observance

Where **You** have requested that cover be provided in respect of any other **Insured Person**, **You** are responsible for ensuring that such **Insured Person**:

- A) is aware of and understands the applicable terms and conditions of this Section of the **Policy**; and
- B) is aware that their **Legal Expenses** may not be covered if any of these terms and conditions are breached.

## Consent

The prior written consent of **Arc** must be obtained before any **Legal Expenses** are incurred. **Legal Expenses** incurred before such consent is given will not be covered.

- 1 Consent will be given where in **Arc's** reasonable opinion, having regard to all information made available to **Arc**, all the following criteria are met:
  - A) there is a 51% or greater chance of successfully pursuing or defending the **Legal Proceedings** for a **Dispute** covered under this **Policy**;
  - B) the chance of successfully pursuing or defending the **Legal Proceedings** has not been made worse than would otherwise be the case by any deliberate or reckless act or omission of the **Insured Person** which occurred after they first became aware of the **Dispute**;
  - C) **Legal Expenses** are proportionate to the damages that **You** are claiming in the **Legal Proceedings**. **Legal Expenses** more than the damages that **You** can claim from **Your** opponent will not be covered;
  - D) the amount of **Legal Expenses** payable is not expected to exceed the monetary loss which the **Insured Person** would be likely to incur in the absence of this **Policy** if the **Legal Proceedings** were not pursued or defended.

**Arc** will continue to review these criteria throughout the **Legal Proceedings** and may withdraw their consent at any time. **Legal Expenses** incurred after consent has been withdrawn will not be covered.

- 1 If at any time **Arc's** consent to begin or continue any **Legal Proceedings** is withheld the **Insured Person** may refer the matter to arbitration as set out under 'Arbitration' below.

The **Insured Person** may also seek to begin or continue such **Legal Proceedings** at their own expense. If they are successful in these **Legal Proceedings**, the **Legal Expenses** incurred will be repaid by **Us** as if consent had been given subject to all other terms, conditions, and exclusions of this **Policy**.

In no event will **We** pay **Legal Expenses** which exceed the monetary loss which the **Insured Person** would have been likely to incur in the absence of this insurance if the **Legal Proceedings** had not been pursued or defended.

- 2 The **Insured Person** must inform **Arc** in writing as soon as an offer to settle **Legal Proceedings** is received or a payment into court is made.

If **Arc** and the **Representative** recommend that the **Insured Person** should either make or accept an offer to settle the **Legal Proceedings**, the **Insured Person** must not refuse to do so or delay in doing so. If they do **Arc** may not agree to pay further **Legal Expenses**.

**You** and the **Insured Person** must not make or accept an offer to settle the **Legal Proceedings** without **Arc's** prior written consent. Any such settlement must consider **Our** interest in the recovery of fees and disbursements.

- 3 If the **Insured Person** wishes to appeal against the judgment of a **Court** or other competent authority a written application must be submitted to **Arc** at least ten working days before the final date for lodging the appeal. The application must include the reasons for bringing the appeal.

The prior written consent of **Arc** must be obtained before any **Legal Expenses** are incurred in respect of such an appeal. Such consent will be given and will continue to be reviewed according to the criteria above and will be subject to all the provisions set out above.

The **Insured Person** must co-operate in an appeal against the judgment of a court or other competent authority when requested by **Arc**.

## Representation

- 1 **Arc** will, on request, select and appoint in the name of the **Insured Person** an appropriately qualified **Representative** to act for the **Insured Person** in any **Legal Proceedings**.

Alternatively, the **Insured Person** may select and appoint their own appropriately qualified **Representative** to act for them in **Legal Proceedings**, subject to **Arc's** prior written consent which will not be unreasonably withheld. Where consent is withheld **You** may refer the matter to arbitration as set out under 'Arbitration' below.

- 2 Where the **Insured Person** has selected and appointed their own **Representative** **We** will only pay the **Legal Expenses** which would have been incurred in the same circumstances by a **Representative** of **Arc's** choice. Any further **Legal Expenses** will be the responsibility of the **Insured Person**.

The costs component of these **Legal Expenses** will not exceed costs which are deemed reasonable and proportionate in accordance with the rules on costs such as those contained within the Civil Procedure Rules of England and Wales and rules on judicial expenses in Scotland. Where such rules prescribe or restrict the level of costs which can be recovered from an opponent, costs shall not exceed this amount. **Arc** may instruct cost experts to agree with the **Representative** which costs are reasonable and proportionate.

**We** will not pay **Legal Expenses** charged by a **Representative** chosen by the **Insured Person** for familiarising themselves with work already undertaken on the case.

**We** will not pay **Legal Expenses** incurred under any alternative funding arrangement or insurance, or costs which are only payable where **Legal Proceedings** are successful.

- 3 Each **Insured Person** must give the **Representative** and **Arc** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. The **Insured Person** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.
- 4 **Arc** is entitled to obtain from the **Representative** any information, document, or advice relating to a claim under this insurance, whether or not legal privilege applies. On request the **Insured Person** will give any instructions necessary to ensure such access.
- 5 If the **Representative** wishes to instruct counsel or appoint expert witnesses the names of counsel or the expert witnesses must be submitted to **Arc** together with an explanation of the necessity for such action.

The prior written consent of **Arc**, which will not be unreasonably withheld, must be obtained before instructions are given. **Where** consent is withheld **You** may refer the matter to arbitration as set under 'Arbitration' below.

## Arbitration

If at any time **You** ask for **Arc's** consent in respect of any matter and this is not given, **You** may refer the matter to arbitration as set out below.

The arbitration shall be conducted by a barrister agreed upon by **You** and **Arc**. Failing agreement, the arbitrator shall be nominated by the Chair of the Bar Council or equivalent officer in the legal jurisdiction in which **Legal Proceedings** are or would be pursued.

The party that loses the arbitration shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall apportion costs. Any costs payable by **You** shall not be recoverable under this **Policy**.

If the arbitrator determines that **Arc** should have given consent, then any **Legal Expenses** incurred by **You** while consent was withheld will be repaid by **Us** as if consent had been given.

## Withdrawal

- 1 **We** may elect to pay **You** a sum not exceeding the realistic estimated value of any claim instead of paying any **Legal Expenses**. Such a decision will be entirely at **Our** discretion and will be in full and final settlement of the claim.
- 2 Where **We** have provided an indemnity for **Legal Expenses** and the **Insured Person** withdraws from the **Legal Proceedings** without **Our** agreement, **We** shall be entitled to reimbursement for all **Legal Expenses** paid.

## Payment and Recovery

- 1 All bills relating to any **Legal Proceedings** which an **Insured Person** receives from their **Representative** should be forwarded to **Arc** without delay.

Bills must be certified by the **Insured Person** to the effect that the charges have been properly incurred and that **We** are authorised to settle on the **Insured Person's** behalf.

Gross sum bills must be accompanied by a breakdown setting out the work done, and rates applied.

If requested the **Insured Person** must ask the **Representative** to submit the bill of costs for assessment or audit.

Paying some **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If the **Insured Person** is in doubt, they should ask **Arc**. The **Insured Person** must not, without the prior written consent of **Arc**, enter into any agreement with the **Representative** as to the payment of **Legal Expenses**.

- 2 The **Insured Person** through the **Representative** shall repay to **Us** any:
  - A) award of costs in favour of the **Insured Person**; or
  - B) costs agreed to be paid to the **Insured Person** as part of any settlement.

When the total amount of **Legal Expenses** incurred is within the **Limit of Indemnity**, the **Insured Person** and **We** 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 **We** shall have priority over any other parties with an interest in any costs' recovery. The **Insured Person** and **We** shall share such recovery according to the proportion paid, subject to **Our** right of recovery being restricted to the **Limit of Indemnity**.

## Minimising Claims or Legal Proceedings

Each **Insured Person** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **Legal Proceedings**.

Where material to the loss, failure to comply with this requirement will result in **Us** not paying the **Insured Person's** **Legal Expenses** claim.

## Intentional Wrongdoing, Fraud and Dishonesty

- 1 This **Policy** does not cover the **Legal Expenses** of an **Insured Person** in respect of **Legal Proceedings** which arise from their own intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct.
- 2 If an **Insured Person** admits or is found by a court or other competent authority to have engaged in such intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct then **We** shall be entitled to recover from such **Insured Person** any **Legal Expenses** which it has incurred on their behalf in respect of such **Legal Proceedings**.

## Insolvency of Policyholder

If **You** are insolvent when a claim is notified or become insolvent during any **Legal Proceedings** to which **We** have given support, **We** have the right to refuse to admit a claim or immediately to withdraw its support from a claim. **You** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (A) or 372 (1) of the Insolvency Act 1986.

# Machinery Breakdown Insurance

## The Insurance Provided

In the event of **Property** owned by **You** or for which **You** are responsible suffering **Damage** whilst situated anywhere within the **Territorial Limits** during the **Period of Insurance** **We** 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 **Us** 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) **Our** liability in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed £100,000 any one loss;
- B) where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount that **We** 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** **We** will also pay the cost of hiring charges incurred by **You** 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) **Our** liability 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 **Our** payment of hiring charges relates.

## 4 Payment on Account

Where liability under this section of the **Policy** is admitted **You** shall be entitled to receive payment(s) as agreed between **You** and **Us** in advance of final settlement.

## Underinsurance

If at the time of **Reinstatement** the **Sum Insured** is less than 85% of the sum representing the cost of reinstating the whole of the **Property** at that time, **You** will be responsible for the difference.

**We** will reduce **Your** claim proportionately to the difference between the premium that **We** have charged based on the values **You** declare and the premium that **We** would have charged had the value declared been accurate. This remedy is in accordance with **Our** rights under the Insurance Act 2015.

## Condition

### Special Precautions

**You** 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:

**Our** 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 **You** 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 **You** 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 **Us** the insurance on that part of the **Property** shall terminate from the date of notification to **You**.

### 3 Temporary Repairs or Expediting Costs

In respect of each claim for **Damage** for which cover is provided by this section of the **Policy** **We** will pay the reasonable cost (if previously approved by **Us**) of effecting temporary repair and of expediting permanent repair of such **Damage**,

provided that:

**Our** limit of liability under this Extension shall not exceed £20,000.

### 4 Debris Removal

**We** will pay for costs incurred with **Our** 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** **We** will pay costs incurred, with **Our** consent, by **You** 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 expected in the absence of such measures; and
- C) **We** are satisfied that **Damage** has been avoided or reduced in consequence of the measures taken;
- D) any one loss does not exceed £10,000.

## 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 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:
  - i) 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 physical loss or damage directly results from a **Cyber Incident** or a **Cyber Act**;
  - ii) **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 **Our** liability shall not exceed £10,000 in the aggregate during the **Period of Insurance**.

### 2 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**.

### 3 Fire

**Damage** caused by fire howsoever the fire may have been caused.

### 4 Explosion

**Damage** caused by explosion.

## 5 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).

## 6 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 being impracticable.

## 7 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**.

## 8 Corrosion or Erosion

**Damage** consisting of or caused by any form of corrosion or erosion however the **Damage** may arise but this Exclusion shall not apply to **Damage** to any other part of the **Property** free from such corrosion or erosion.

## 9 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.

## 10 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**.

## 11 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**.

## 12 Building Regulations

- A) the cost of complying with Building Regulations or local authority or statutory requirements:
  - i) relating to **Property** which has not suffered **Damage** or portions of **Property** which have not suffered **Damage**;
  - 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.

## 13 Contribution

**Your Contribution** of £1,000.

## Definitions

### 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.

### Property

All **Property** owned by **You** or for which **You** are responsible, excluding even if integral to the **Property** (unless specifically stated as being covered):

- A) chimneys, masonry, brickwork, foundations, racking shelving and supporting structures;
- B) **Computer Systems** and **Data Processing Media** (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, cinema projection and sound equipment;
- D) any item or part of **Property** sold supplied processed serviced, manufactured or stored in the course of **Your** 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 boiler and pressure plant;
- H) machinery, plant or equipment that is used for research, diagnostic, treatment, scientific purposes, or of a prototypical, experimental or novel nature in use or application;
- I) any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- J) any water piping other than, boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;
- K) any wind generator sets, photo voltaic or solar electricity generating equipment of greater than 75Kw;
- L) any Biomass or Biogas Installationz;
- M) any Hydroelectric Installation.

### Reinstatement

- A) where any item of **Property** suffers **Damage** to the extent that it cannot be economically repaired or replaced 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.

### Territorial Limits

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

# General Exclusions

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

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

## 1 War and Allied Risks

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

This Exclusion 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**.

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

## 2 Radioactive Contamination

**Damage** and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

## 3 Terrorism

Any loss, destruction, damage, cost, expense, or any consequential loss or any loss occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss; and
- B) in Northern Ireland civil commotion.

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

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

acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of 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:

- 1) influence any government or any international governmental organisation; or
- 2) put the public or any section of the public in fear.

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

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

#### 4 Cyber and Data

Any:

- 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 **Your Business** caused by such **Damage to Property Insured** where such **Damage** is caused by any of the following **Events** which directly results from a **Cyber Incident** or a **Cyber Act** unless otherwise excluded by this **Policy**:

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

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

#### 5 Disease

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

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites; or
- B) any disease arising from any such pathogen or microorganism; or
- C) the threat or fear (actual or perceived) of A) or B).

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

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

- ii) any cover otherwise provided by this **Policy** for:
  - a) **Damage** which itself results directly from the following **Events** insured unless otherwise excluded under this **Policy**:  
Fire, smoke, lightning, explosion, earthquake, Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, Storm or flood, Escape of water or beverages from any tank, apparatus, pipe or appliance, pipe or appliance, Impact by any road vehicle or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation, Oil escaping from a fixed heating installation, Theft or attempted theft, **Subsidence, Ground Heave or Landslip**,  
subsequent upon A), B) or C) above;
  - b) loss due to interruption or interference with **Your Business** as a direct consequence of such subsequent **Damage** insured under ii) a) above.

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

# General Conditions

Unless it specifically says otherwise elsewhere in this **Policy**, the following conditions apply across all Sections.

## 1 Alteration of Risk

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

- A) the **Business**;
- B) the **Premises**;
- C) **Property** within the **Premises**; or
- D) the occupation of the **Premises** by **You** or **Your Employees**,

during the **Period of Insurance** of this **Policy** unless such alteration has been notified to and agreed by **Us**.

## 2 Change of Status

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

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued; or
- B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death.

## 3 Observance of Terms

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

## 4 Our Liability

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

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

## 5 Reasonable Precautions

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

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

## 6 Asbestos

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

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

# General Definitions

Where written in this policy, starting with a capital letter and appearing in **bold**, the following words will have the specific meaning shown.

## Accident

A sudden unexpected unforeseen and identifiable Incident.

## Act of Terrorism (Terrorism Insurance)

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

## Aircraft Accumulation

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

## Aircraft Products

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

## Ancillary Equipment

Equipment which is solely for use with the **Computer Equipment** including fire extinguishing gas bottles and pipework, computer room partitioning, air conditioning, generating, voltage regulating, temperature or humidity recording, electronic access and heat or smoke detecting equipment owned by or leased, hired or rented to **You**.

## Arc

The administrator appointed by **Us** to manage claims under the Legal Expenses Insurance section of the **Policy**. Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Artwork and Transparencies

Transparencies, film negatives, video tapes and artwork produced by the **Business** including graphics, illustrations, photographs or other non-textual material.

## Asbestos

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

## Asbestos Containing Materials

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

### **Asbestos Dust**

Fibres or particles of **Asbestos**.

### **Building(s)**

Buildings situated at the **Premises** which **You** own or for which **You** are responsible, which are built mainly of brick, stone, concrete or other non-combustible materials and unless stated differently in the **Schedule** or **Statement of Fact** no more than 10% of other materials, including:

- 1 the **Shop Front** (except where more specifically insured);
- 2 landlord's fixtures and fittings in and on the buildings;
- 3 solar panels, wind turbines attached to the buildings;
- 4 outside buildings, extensions, annexes and gangways;
- 5 foundations, walls, gates and fences;
- 6 yards, car parks, roads, forecourts, pavements, footpaths, patios, terraces and similar surfaces all constructed of solid materials;
- 7 services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the Buildings to the perimeter of the Premises or to the public mains (including those underground).

### **Business**

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

- 1 ownership, repair and maintenance of **Your** own property;
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**;
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy;
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent;
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment, but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken **Offshore**.

### **Business Premises**

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

### **Commuting**

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

### **Computer Equipment**

All Computer Equipment including interconnecting wiring, fixed disks and telecommunications equipment owned by or leased, hired or rented to **You** all used for the storage and communication of **Data**.

### **Computer System**

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

### **Computer Systems Records**

All current and backup computer records (excluding fixed disks and paper records of any kind) incorporating stored **Data**.

### **Computer Systems (Terrorism Insurance)**

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

### **Contribution**

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

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

### **Court**

A Court or other competent authority.

### **Covered Loss (Terrorism Insurance)**

All losses arising under Terrorism Insurance Heads of Cover 1 and/or 3 of the Terrorism insurance section that occur in the Territory, the proximate cause of which is an **Act of Terrorism**.

### **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** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

### **Damage**

Physical loss, destruction or damage.

### **Data**

Any data of any sort 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.

### **Data Processing Media**

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

### **Declared Value**

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

### **Deeds and Documents**

All written or printed deeds, books and other documents of any nature, microfilm and microfiche but this shall not include **Computer Systems Records**, stamps, **Money** or other negotiable securities.

### **Denial of Service Attack (Terrorism Insurance)**

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

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses, 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**.

### **Director**

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

### **Disablement**

In respect of Personal Injury (Robbery) under Money Insurance

1 as detailed in Benefits 2 to 5.

In respect of Personal Accident Insurance

2 as detailed in Benefits 2 to 6.

### **Dispute**

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

### **Employee(s)**

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

### **Event(s)**

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

### **Exhibition(s)**

Includes demonstration, trade fair or show.

## General Contents

In so far as they are not otherwise insured:

- 1 machinery, plant, fixtures, fittings and other trade equipment;
- 2 all office equipment and other contents excluding **Computer Equipment, Ancillary Equipment, Computer Systems Records, Money, Deeds and Documents** and **Artwork and Transparencies**;
- 3 patterns, models, moulds, plans and designs;
- 4 directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person:
  - A) but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of jewellery, precious stones, precious metals, bullion or furs. **Money** and securities of any description.
- 5 motor vehicles, motor chassis and their contents;
- 6 closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**;
- 7 **Glass**, sanitary ware, neon and illuminated signs and electric light fittings;
- 8 surgery lamps, signs and nameplates;
- 9 precious metals and alloys used in connection with the **Business**;
- 10 wines, spirits, tobacco and cigarettes held for entertainment purposes;
- 11 travel agents brochures, promotional materials and leaflets;
- 12 pictures, paintings, sculptures and other artworks including limited edition prints, stamp collections, articles of precious metal or jewellery not exceeding a value in total of £5,000.

## Glass

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

## Goods

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

## Great Britain

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

## Gross Revenue

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

- Note
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.

### Ground Heave

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

### Hacking (Terrorism Insurance)

Unauthorised access or legitimate access resulting in unauthorised acts to any **Computer System** by whatever means, whether **Your** property or not.

### Hospital

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

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

### Incident

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

### Indemnity Period

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

### Injury (Liabilities Insurance)

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

- 1 Bodily injury, death, disease or illness.

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

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

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

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

### Insured Person (Legal Expenses Insurance)

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

### **Insured Person (Personal Accident Insurance)**

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

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

### **Intruder Alarm System(s)**

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

### **Keyholder**

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

### **Landslip**

Downward movement of sloping ground.

### **Legal Expenses**

- 1 Any fees and disbursements reasonably and properly incurred by **Arc** or the **Representative** in connection with **Legal Proceedings**; and
- 2 Any costs payable by an **Insured Person** following an award of costs or agreement to pay costs as part of any settlement made in connection with **Legal Proceedings**.

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

### **Legal Proceedings**

The pursuit or defence of legal **Disputes** or **Disputes** about statutory decisions.

### **Limit of Indemnity**

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

### **Limit of Liability**

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

### **Loss of Eye**

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

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

### **Loss of Limb**

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

### **Maintenance Agreement**

A maintenance, rental, hire or lease agreement which provides **You** at inclusive cost with 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 of the **Computer Equipment** or **Ancillary Equipment**.

### **Maximum Incident Limit**

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

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

### **Medical Expenses**

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

### **Medical Malpractice**

Any breach of professional duty arising from any neglect, error or omission in providing:

- 1 medical advice, treatment or prescriptions;
- 2 cosmetic advice, treatment or prescriptions;
- 3 medical professional services,

in the course of the **Business**.

### **Medical Practitioner**

Any legally qualified medical practitioner other than:

- 1 an **Insured Person**;
- 2 a member of the immediate family of an **Insured Person**;
- 3 **Your Employee**.

### **Money**

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

### **Negotiable Money**

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

### **Non-Damage (Terrorism Insurance)**

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

- 1 access to, exit from or use of any premises located within the Territory owned or occupied by **You** being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an **Act of Terrorism**; 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 **You** which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in **Your** business, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

### **Non-Negotiable Money**

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

### **Nuclear Installation (Terrorism Insurance)**

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

- 1 the production or use of atomic energy; or
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- 3 the storage, processing, or disposal of nuclear fuel or of bulk quantities 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 (Terrorism Insurance)**

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

### **Offshore**

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

## Operative Time

### 1 24 hour

At any time.

### 2 Employment Only

- A) While engaged on the **Insured Person's** occupation in **Your Business**; or
- B) While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with **You**; or
- C) At any time while travelling on **Your Business**.

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

### 3 Employment including Commuting

- A) While engaged on the **Insured Person's** occupation in **Your Business**; or
- B) While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with **You**; or
- C) At any time while travelling on **Your Business**.

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

## Outstanding Debit Balances

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

- 1 bad debts;
- 2 amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**; and
- 3 any abnormal condition of trade which had or could have had a material effect on the **Business**,

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

- Note
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.

## Partner

A member of a partnership established under any of:

- 1 The Partnership Act 1890;
- 2 The Limited Partnerships Act 1907;
- 3 The Limited Liability Partnerships Act 2000,

or any equivalent or subsequent legislation.

### Period of Insurance

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

### Period of Rent

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

### Person Employed

- 1 **Employee**
  - 2 labour master and individuals supplied by them
  - 3 individual employed by labour only sub-contractors
  - 4 self-employed individual (not being in partnership with **You**)
  - 5 individual hired to or borrowed by **You**
  - 6 individual undertaking study or work experience while under **Your** supervision.
- } while under **Your** direct control and supervision

### Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request:
  - A) any principal;
  - B) any of **Your Directors** or **Partners**;
  - C) any **Person Employed**,against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**.
  - D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided;
  - E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent,provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

### Phishing

Any access or attempted access to **Data** or 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.

### Policy

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

### Premises

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

## Private Individual (Terrorism Insurance)

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 **Property Insured**.

## Property

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

## Property Insured

### Buildings

### Shop Front

### Tenant's Improvements

### General Contents

### Data Processing Media

Other **Property** (excluding **Computer Equipment**,  
**Ancillary Equipment** and **Computer Systems Records**)

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

### Computer Equipment

### Ancillary Equipment

### Computer Systems Records

at the **Premises** including within the open yards forming part of the **Premises** or at the home of any **Employee** and anywhere in the world whilst temporarily away from the **Premises** unless otherwise stated in the **Schedule** (subject to any specific exclusions)

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

- 1 **Property** which is more specifically insured;
- 2 Unless specifically notified and accepted by **Us** as insured:
  - A) **Property** in transit;
  - B) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft;
  - C) land, piers, jetties, bridges, culverts and excavations;
  - D) livestock, growing crops and trees;
  - E) **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;
  - F) overhead transmission lines.

## Property (Terrorism Insurance)

**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**.

## Rent

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

## Representative

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

## Residential Property (Terrorism Insurance)

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

## Schedule

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

## Shop Front

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

## Specified Equipment

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

## Standard Gross Revenue

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

- Note
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
  - 2 Any adjustment implemented in current cost accounting is disregarded.

### Statement of Fact

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

### Stock

Stock and materials in trade.

### Subsidence

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

### Sudden Pollution or Contamination Incident

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

### Sum Insured

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

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

### Tenant's Improvements

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

### Territorial Limits (not applicable to Legal Expenses Insurance)

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

### Territorial Limits (Legal Expenses Insurance)

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

### Trade Samples

**Property** which is held by **You**, either owned, borrowed or for which **You** are responsible, for the purposes of demonstrating to customers the products or services **Your Business** provides but not including any **Property** which is produced, manufactured, purchased or held by **You** as **Stock** for the purposes of sale for profit.

### United States of America

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

### **Unoccupied**

Any **Building** or part of any **Building** which is empty, disused, unoccupied, unfurnished, untenanted, or no longer in active use.

### **Unspecified Equipment**

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

### **Virus or Similar Mechanism (Terrorism Insurance)**

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.

### **Water Table Level**

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

### **We/Us/Our/Intact Insurance**

Intact Insurance UK Limited  
22 Bishopsgate  
London  
EC2N 4BQ

### **Working Hours**

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

### **You/Your/Yours/Yourselves**

The Policyholder shown in the **Schedule**.

## Your Personal Information

Data privacy is important to **Us** and **We** are committed to ensuring that personal data is protected. **Our** Privacy Notice details how **We** collect, use, share, and protect personal data. This can be found by going to **Our** website: [intactinsurance.co.uk/privacy-notice](https://intactinsurance.co.uk/privacy-notice)

If **You** would like a printed copy of the full notice (a large text version is available), please contact **Us**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

**We** obtain **Your** personal data and that of any joint policyholders or other parties who may be covered by **Your Policy** from **You** or those individuals themselves, **Your** insurance broker if **You** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

**We** use personal data for a number of different purposes, for example to:

- manage **Your** application, quotation and/or **Policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet **Our** legal and regulatory requirements.

**We** will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **We** may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist **Us** in the administration of **Your** application, quotation and/or **Policy** or help **Us** to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil **Our** legal, commercial, and regulatory obligations.

**We** will retain **Your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **We** have a business relationship with **You**. Once this relationship has ended (for example, **Your Policy** has expired, **Your** application is declined or **You** do not proceed with a quotation) **We** will only retain such personal data for as long as is necessary to satisfy **Our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives **You** various rights over **Your** personal data. More details of these rights can be found in **Our** Privacy Notice.

**You** may request a copy of **Your** personal data from **Us** by writing to:

Data Protection Officer  
Intact Insurance  
The Capital Building  
39 Old Hall Street  
Liverpool  
L3 9PP

Email: [datasubjectrights@intactinsurance.co.uk](mailto:datasubjectrights@intactinsurance.co.uk)

# Making a Complaint

## Our commitment to customer service

At Intact Insurance **We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right.

## Our promise to You

**We** will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep **You** informed of progress;
- do everything possible to resolve **Your** complaint;
- ensure **You** are clear on how to escalate **Your** complaint, if necessary.

## Step 1

If **Your** complaint relates to **Your Policy** then please contact the sales and service team in the office which issued the **Policy** or **Your** broker. If **Your** complaint relates to a claim, then please call the claims helpline number shown in this **Policy** wording.

**We** aim to resolve **Your** concerns on an informal basis, within three business days. Where **We** have been able to, **We** will send **You** a letter confirming this. **We** will also explain how **You** may be able to refer the matter to the Financial Ombudsman Service if **You** subsequently decide that **You** are unhappy with the outcome.

## Step 2

In the unlikely event that **We** are unable to resolve **Your** concerns through **Our** informal complaints process, **Our** Customer Relations Team will then review the matter on behalf of **Our** Chief Executive. Once **Our** Customer Relations Team have reviewed **Your** complaint, they will send **You** a final decision in writing within 8 weeks of the date **We** received **Your** complaint.

**Our** 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](mailto:customerrelations@intactinsurance.co.uk)

## If You are still not happy

If **You** are still unhappy after **Our** Customer Relations Team's review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service, Exchange Tower, 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](mailto:complaint.info@financial-ombudsman.org.uk)

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

**You** have six months from the date of **Our** final response to refer **Your** complaint to the Financial Ombudsman Service. This does not affect **Your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

## 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. **You** may be entitled to compensation if **We** 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](http://www.fscs.org.uk).

