

OFFICE INSURANCE EVERYTHING EXPLAINED

Your Policy Wording
(Please keep this safe)

MORE TH>N®
FOR BUSINESS

Contents

About Your insurance Policy	5
The insurance Contract	5
Customer Care Services and Helplines	6
Policy Summary	7
Property Damage Insurance	17
What is covered/What is not covered	17
How We settle claims	34
Requirements which You must comply with	39
– Residual Breakdown	
– Computer Systems Records	
– Fire Extinguishing Appliances	
– Security Precautions	
– Minimum Standards of Security	
– Airline Tickets	
All Risks Insurance	43
<i>Section 1 Unspecified Equipment</i>	43
What is covered/What is not covered	43
<i>Section 2 Specified Equipment</i>	44
What is covered/What is not covered	44
How We settle claims	50
Requirements which You must comply with	50
– Portable Electronic Office Equipment	
Business Interruption Insurance	51
(Including Outstanding Debit Balances)	
What is covered/What is not covered	51
How We settle claims	65
Requirements which You must comply with	67
– Computer Systems Records	
– Duplicate Records	
Money Insurance	68
(Including Personal Injury – Robbery)	
What is covered/What is not covered	68
How We settle claims	71
Requirements which You must comply with	71
– Security Precautions	
– Money in Transit	

Liabilities Insurance	73
<i>Section 1 Employers' Liability</i>	73
What is covered/What is not covered	73
How We settle claims	75
<i>Section 2 Public/Products Liability</i>	76
What is covered/What is not covered	76
How We settle claims	83
<i>Section 3 Legal Defence Costs</i>	84
What is covered/What is not covered	84
How We settle claims	86
Terrorism Insurance	87
What is covered/What is not covered	87
Special Conditions	89
Fidelity Insurance	90
Special Condition	90
Definitions specific to Fidelity Insurance	90
What is covered/What is not covered	92
How We settle claims	98
Requirements which You must comply with	99
– References Condition	
– Minimum Standards of Control	
– 20/80 Extension	
– Termination of Employment	
Personal Accident Insurance	102
What is covered/What is not covered	102
How We settle claims	106
Legal Expenses Insurance	107
<i>Section 1 Employment</i>	107
What is covered/What is not covered	107
<i>Section 2 Prosecution</i>	109
What is covered/What is not covered	109
<i>Section 3 Property</i>	110
What is covered/What is not covered	110
<i>Section 4 Taxation</i>	112
What is covered/What is not covered	112
<i>Section 5 Data Protection</i>	114
What is covered/What is not covered	114

<i>Section 6 Bodily Injury</i>	115
What is covered/What is not covered	115
<i>Section 7 Contract</i>	116
What is covered/What is not covered	116
How We settle claims	120
Requirements which You must comply with	120
– Notification of Claims/Special Procedure	
– Consent	
– Minimising Claims or Legal Proceedings	
– Conduct of Legal Proceedings	
– Appeal Procedure	
– Record Keeping	
Claims Conditions	125
Policy Conditions	127
Definitions – Words with special meanings	129
Complaints Procedure	143
How We Use Your Information	144

Introduction

Welcome to MORE TH>N BUSINESS. Thank you for choosing Us as Your insurer.

About Your Insurance Policy

Your insurance Policy is made up of this Policy wording, Your Statement of Fact, and the Schedule which shows the sums insured, Our Limits of Liability, the premium You will pay, and any other terms which apply to Your Policy.

You should read the Statement of Fact, Schedule and the Policy wording together, to tell You what is covered and what is not covered, how We settle claims and other important information.

Some words in this Policy have a special meaning. They start with a capital letter whenever they appear in the Policy, and are listed under "Definitions" at the end of the Policy.

We have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

The Insurance Contract

This Insurance Policy is a legal contract between You and Us. Our acceptance of this risk is based on the information presented to Us prior to the commencement of the Policy, and at subsequent stages in respect of mid-term changes and renewal. Provided You have answered all of Our questions accurately and in good faith, and checked any assumptions generated on the Statement of Fact carefully, We will accept this as being a fair presentation of the risk.

We will provide the insurance described in this Policy (subject to all the terms, conditions and exclusion 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.

This Policy has been issued by Royal & Sun Alliance Insurance plc.

Customer Care Services

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

Claims Helpline

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

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

0330 102 4098

(Please quote Your Policy number)

Emergency Repairs

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

Catastrophe Claim

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

Advice Lines

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

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

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

Stress Counselling (available 24 hours)

- **Advice Lines**

01455 255 015

(Please quote reference number 71113)

OFFICE POLICY SUMMARY

MORE TH>N BUSINESS Office Insurance is underwritten by Royal & Sun Alliance Insurance plc. It is an annual contract which may be renewed each year subject to your needs and our terms and conditions.

This Policy includes the following covers as standard:

- Property Damage.
- Employers' Liability.
- Public/Products Liability.
- Money.

You may also add further covers, as shown later in this booklet, to suit your needs. Full details of what you have chosen are shown in your Policy Schedule and Statement of Fact.

The following tables provide a summary of the main policy benefits and any significant exclusions or limitations. For full Policy details, terms and conditions, please read your Policy Wording in conjunction with your Statement of Fact and Policy Schedule which will be provided on completion of your contract, or at any time on request.

On receipt of your Policy Documentation, you will have 14 days to decide if you wish to cancel the Policy – see “Your right to cancel the Policy” for more information.

Cover is based on the insurable value of the property and if the values you declare are less than the full amount, your claim may be reduced.

TABLE 1

STANDARD FEATURES AND BENEFITS

The following will automatically be included in your Policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
PROPERTY DAMAGE INSURANCE You may choose to cover your business premises (Buildings), your business equipment (Contents) and rent received or payable (Rent) in addition to other property or interests against the following standard covers:		
Standard Covers: Loss or damage caused by: <ul style="list-style-type: none"> • Fire, Lightning, Explosion, Aircraft, Earthquake. • Riot, Civil Commotion, Malicious Damage. • Storm, Flood, Escape of Water (including sprinklers). • Impact. • Theft, not limited to theft involving forcible and violent entry or exit. • Accidental Damage. • Subsidence. 	<ul style="list-style-type: none"> • Some specific causes of damage may be excluded – please see your Policy Wording. • Some specific property may be excluded – please see your Policy Wording. • Damage to data is excluded. • Cover excludes Terrorism. • The amount you must pay in the event of a claim is: £1,000 for Subsidence and £250 for all other events. 	Property Damage
Inflation Protection (Day One Basis of Cover) Provides an automatic 15% increase in the value you declare for insurance during the Policy period (other than Rent).	If the value you declare is less than the full amount that the property should be insured for, your claim may be reduced.	Property Damage
Reinstatement Cover is on an 'as new' basis (other than Rent).	Excludes betterment.	Property Damage
BUILDINGS If you have selected Buildings cover, the following will automatically be included:		
Standard Covers: <ul style="list-style-type: none"> • Buildings. • Landlord's Fixtures and Fittings. • Small Outside Buildings. • Walls, Gates, Fences and Services. 	Please see exclusions to the Standard Covers in your Policy Wording.	Property Damage
CONTENTS If you have selected General Contents, the following will automatically be included:		
Standard Covers: You are covered for office machinery equipment and contents at the specified premises, excluding computer equipment.	<ul style="list-style-type: none"> • Please see exclusions to Standard Covers in your Policy Wording. • The limit for Deeds and Documents, Transparencies and Specified Equipment (if appropriate) will be the Sum Insured shown in your Policy Schedule. 	Property Damage
Cover may be extended for Specified Equipment (excluding laptops or other computers) to anywhere in the world.	<ul style="list-style-type: none"> • Security restrictions apply to theft from unattended vehicles. • The Sum Insured is specified in your Policy Schedule. 	Property Damage

TABLE 1 CONTINUED

STANDARD FEATURES AND BENEFITS

The following will automatically be included in your Policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
LIABILITY INSURANCE The following will automatically be included:		
Standard Covers: <ul style="list-style-type: none"> Employers' Liability. Public Liability. Products Liability. Legal Defence Costs – in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage. 	<ul style="list-style-type: none"> Limits of Indemnity for Employers' Liability (Limit of £10,000,000 with a £5,000,000 limit for terrorism). Limits for Public Liability, Products Liability and Legal Defence Costs are shown in your Policy Schedule. Cover excludes any Public or Products Liability arising out of any breach of professional duty. Damage to property means material property, but does not include electronic data. Some other specific events may be excluded, or cover may be qualified, please see your Policy Wording. 	Liability
MONEY INSURANCE The following will automatically be included:		
Standard Covers: <ul style="list-style-type: none"> Money in transit, on premises during business hours or in a bank night safe. Money kept in a locked safe or strongroom, in the office, outside business hours. Money in your home which is not kept in a locked safe, when occupied by an adult. Crossed cheques, crossed money orders and crossed postal orders. Any other money at your premises, which is not kept in a locked safe, outside business hours. 	<ul style="list-style-type: none"> £4,000 any one loss, but may be increased to £10,000. £2,000 any one loss but may be increased for specified safes. £500 £250,000 £250 Some specific causes of loss may be excluded – please see your Policy Wording. The amount you must pay in the event of a claim is £50. Damage to data is excluded. 	Money
Personal injury (Robbery) Covers you or any director, partners or employees sustaining bodily injury during a robbery for: <ul style="list-style-type: none"> Death Benefit £10,000. Loss of one or more limbs or eyes £10,000. Permanent Total Disablement from gainful employment of any and every kind £10,000. Temporary Total Disablement from usual occupation £100 per week. Clothing and Personal Effects. Medical Expenses necessarily incurred. 	<ul style="list-style-type: none"> Please see your Policy Wording for specific interpretations of these benefits. Payable up to 104 weeks. Up to £250 per person. Limited to a maximum of 15% of the Temporary Total Disablement benefit. 	Money

TABLE 1A

ADDITIONAL FEATURES AND BENEFITS

The following will automatically be included in your Policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
PROPERTY DAMAGE INSURANCE Property removed from the premises – cover will automatically be included:		
Cover applies to property (excluding certain items specified in your Policy Schedule) while temporarily away from the premises, anywhere in Europe.	<ul style="list-style-type: none">• Security restrictions apply to theft from unattended vehicles.• Limit of Liability for Deeds, Documents and Transparencies is £10,000, for any one package.• Limits for other property is 15% of the relative Sum Insured, subject to a maximum of £250,000.• Cover does not include loss or damage to computer data, or information arising from viruses, hacking, denial of service attacks, malicious damage, accidental damage or omission.	Property Damage
Property Damage Insurance Rent Cover applies to loss of rent received or continuing rent payable following damage caused by the Standard Covers.	The insurable amount must correspond to the period of rent insured shown in your Policy Schedule.	Property Damage

TABLE 2

OPTIONAL COVERS

You may choose to add the following covers to your Office Policy:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
BUSINESS INTERRUPTION INSURANCE You may choose to protect your business from the effect of damage to the property insured caused by the Standard Covers listed in the Property Damage Section, including:		
Covers you for: Loss of Revenue occurring during the Indemnity Period as a consequence of interruption to the business caused by a Standard Cover. OR Additional Cost of Working occurring during the Indemnity Period as a consequence of interruption to the business caused by a Standard Cover. The Indemnity Period is chosen by you. This starts when the loss or damage occurs and ends when the business trading position ceases to be affected by the interruption.	<ul style="list-style-type: none"> Some specific causes of damage may be excluded – please see your Policy Wording. Some specific events are excluded – please see your Policy Wording. Excludes losses arising from damage to computer equipment (cover would be provided under the Computer Insurance Section). If the Sum Insured does not represent the full insurable amount, your claim may be reduced. Cover does not include loss or damage to computer data, or information arising from viruses, hacking, denial of service attacks, malicious damage, accidental damage or omission. The maximum Indemnity period is 24 months. 	Business Interruption
Cover extends to include loss resulting from: <ul style="list-style-type: none"> Notifiable diseases, food or drink poisoning, defective sanitation, murder, suicide, vermin and pests. Prevention/Denial of Access to the business premises due to damage to adjacent buildings, as covered by the Standard Covers. Failure of Public Utilities. Damage caused by the Standard Covers at storage premises, or while property is temporarily removed from your own premises within Great Britain, Northern Ireland, The Isle of Man or The Channel Islands. 	Cover for these extensions is limited to a maximum of 10% of the total Sum Insured, or £250,000, whichever is the lesser amount.	Business Interruption
Outstanding Debit Balances (also known as Book Debts). We will pay any outstanding debts that you are unable to trace following damage caused by a Standard Cover.	The standard limit is £50,000 with an option to increase up to a maximum of £250,000.	Business Interruption

TABLE 2 CONTINUED

OPTIONAL COVERS

You may choose to add the following covers to your Office Policy:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
COMPUTER EQUIPMENT INSURANCE You may choose to protect your computer and ancillary equipment (including laptops) in addition to related losses of revenue or additional costs of working.		
<ul style="list-style-type: none">• Cover includes the Standard Covers (detailed in the Property Damage Section) plus mechanical or electrical breakdown.• Cover applies anywhere in the world.• Inflation Protection (Day One Basis of Cover) Provides an automatic 15% increase in the material value you declare for insurance during the policy period.• Reinstatement Cover for loss or damage to material property is on an 'as new' basis.	<ul style="list-style-type: none">• Mechanical or electrical breakdown cover is limited to cover for items that could not be provided by any guarantee or maintenance agreement.• Cover does not include loss or damage to computer data, or information arising from viruses, hacking, denial of service attacks, malicious damage, accidental damage or omission.• Some other specific causes of damage may be excluded – please see your Policy Wording.• Some specific property may be excluded – please see your Policy Wording.• Security restrictions apply to theft from unattended vehicles.• The amounts you must pay in the event of a claim are: £1,000 for subsidence and £250 for all other covers.	Computer Equipment
If the Business Interruption Section has been selected, we automatically provide the same Sum Insured for Loss of Revenue or Additional Costs of Working.	There is no option to vary the Sum Insured from that selected under the Business Interruption Section.	Computer Equipment

TABLE 2 CONTINUED

OPTIONAL COVERS

You may choose to add the following covers to your Office Policy:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
PERSONAL ACCIDENT INSURANCE		
Covers you, partners and directors or all other employees, subject to an age limit of 16 to 70		
<p>Cover is for: Occupational Accidents Only, or Occupational Accidents and Commuting Cover, or Any personal accident (24-hours-a-day).</p> <p>The following benefits are for 1 unit of cover (available per person).</p> <ul style="list-style-type: none"> • Death £10,000. • Loss of one or more limbs or eyes £10,000. • Permanent Total Disablement from gainful employment of any and every kind £10,000. • Temporary Total Disablement from usual occupation £50 per week. • Temporary Partial Disablement from a substantial part of usual occupation £20 per week. • Medical Expenses £2,500. 	<ul style="list-style-type: none"> • Cover is limited to a maximum of 5 units of cover (per person). • Please see your Policy Wording for specific interpretations of these benefits. • Some specific events and activities are excluded – please see your Policy Wording. • Temporary Total Disablement benefit payable up to 104 weeks. • Temporary Partial Disablement benefit payable up to 104 weeks. • Medical Expenses are limited to a maximum of £2,500, regardless of the number of units (per person). 	Personal Accident
LEGAL EXPENSES INSURANCE		
Cover is provided for the costs incurred in pursuing or defending the legal rights of the business in relation to statutory employment and taxation legislation, contract disputes and in pursuit of common law actions against third parties for nuisance or property damage.	<ul style="list-style-type: none"> • £100,000 any one event. Any restrictions to this amount are detailed in your Policy Wording (for example taxation proceedings limit £25,000). • £1,000,000 in any one period of insurance. • The minimum amount in dispute for contract disputes is £1,000. • Some specific events are excluded – please see your Policy Wording. 	Legal Expenses
FIDELITY INSURANCE		
Cover is provided for loss of money or goods caused by fraud or dishonesty of an employee.	<ul style="list-style-type: none"> • Limit of Indemnity is either £50,000 or £100,000. • Damage to data is excluded. • Minimum Standards of Control form part of your Policy Wording. 	Fidelity

TABLE 3

GENERAL CONDITIONS AND EXCLUSIONS AND EXCESSES AND LIMITS

The following apply to the Policy as a whole, regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording.

	Policy Section
GENERAL CONDITIONS AND EXCLUSIONS	
<ul style="list-style-type: none">If there are any changes to your business, the premises, the property therein, or any other circumstances whereby the risk is increased, you must inform us as soon as reasonably practical. Failure to do so could invalidate your Policy or result in a claim being rejected.	All
<ul style="list-style-type: none">Nuclear Risks, War and Sonic Bangs are excluded.	Various
<ul style="list-style-type: none">Terrorism, Northern Ireland terrorism and Civil Commotion are excluded.	Various
<ul style="list-style-type: none">Your Policy is subject to The Minimum Standard of Security, this will be shown in your Policy Schedule and Policy Wording.	All
EXCESSES AND LIMITS	
<ul style="list-style-type: none">Any excesses applicable to your Policy are detailed in your Policy Wording and/or Policy Schedule. These amounts must be paid in the event of each and every claim.	All
<ul style="list-style-type: none">Limits may apply to your Policy, please refer to your Policy Schedule.	

IMPORTANT INFORMATION

YOUR RIGHT TO CANCEL THE POLICY

If once you have checked your Policy you decide not to proceed with our insurance you have a statutory right to cancel the Policy within 14 days, starting on the date you receive your Policy Documentation. To cancel, please write to the address or call the number shown on your Policy Schedule. On receipt of your notice and, where applicable, the return of your Policy Documentation, we will refund any premiums already paid, except when you have already made a claim under your Policy.

CLAIMS

Should you wish to claim under the Policy you should call our Claims Helpline on 0330 102 4098 as soon as possible. You must provide us with any information or help that we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the Policy Document.

COMPLAINTS

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. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of MORE TH>N at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

MORE TH>N	FINANCIAL OMBUDSMAN SERVICE
Customer Relations Team P O Box 255 Wymondham NR18 8DP	Exchange Tower Harbour Exchange Square London E14 9SR

COMPENSATION



Royal & Sun Alliance Insurance plc 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 FSCS.

OTHER IMPORTANT INFORMATION

PREMIUM AND PAYMENTS

Premiums are inclusive of Insurance Premium Tax.

You may pay for your Policy annually or, for some Policy contracts, by monthly instalments. Annual premiums may be paid by direct debit or credit/debit card. Monthly instalments can only be paid by direct debit.

RENEWING YOUR POLICY

At least 21 days before each Policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will continue collecting premiums unless you notify us that you wish to cancel the Policy. This will also apply for payments by credit/debit card, if you have previously given us permission. For other payment by credit/debit card, you must submit a further payment if you wish to renew the Policy.

You will have 14 days to cancel the Policy after the renewal date and receive a refund of any premiums paid, as described in "Your right to cancel the Policy" above.

TERMINATION OF THE CONTRACT

You may cancel the contract by giving us notice in writing and returning your certificate of insurance. If you cancel the Policy you may be entitled to a refund of premium provided that no claim has been made during the current Period of Insurance.

We may cancel this Policy by giving you at least 14 days notice at your last known address. If we cancel the Policy, we will refund any premiums already paid for the remainder of the current Period of Insurance.

LAW AND LANGUAGE APPLICABLE TO THE POLICY

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your Policy Documentation.

The language used in this Policy and any communications relating to it will be English.

FINANCIAL OR TRADE SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

RSA

MORE THAN BUSINESS Office Insurance is underwritten by Royal & Sun Alliance Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

For the purpose of this insurance Damage shall mean loss destruction or damage.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Covers</p> <p>THE FOLLOWING COVERS ONLY APPLY WHERE SHOWN AS INCLUDED IN THE SCHEDULE</p> <p>1 Fire, smoke, lightning, explosion and earthquake.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage to Property caused by its undergoing any process involving the application of heat.</p>
<p>2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.</p> <p>3 Damage arising from stoppage of work.</p> <p>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.</p> <p>5 Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</p>
<p>3 Storm or flood.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage caused solely by change in the Water Table Level.</p> <p>3 Damage caused by frost, Subsidence, Ground Heave or Landslip.</p> <p>4 Damage caused to fences, gates and moveable Property in the open.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 Escape of water from any tank, apparatus, pipe or appliance.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage by water discharged or leaking from an automatic sprinkler installation.</p> <p>3 Damage in respect of any Building which is empty or not in use.</p>
<p>5 Impact by</p> <p> A) any road vehicle including any fork lift truck or other industrial vehicle or</p> <p> B) an aircraft or other aerial devices or articles dropped from them or</p> <p> C) an animal.</p>	<p>1 Your Contribution as shown in the Schedule.</p>
<p>6 Accidental escape of water from any automatic sprinkler installation.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage in respect of any Building which is empty or not in use.</p> <p>3 Damage by heat caused by fire.</p>
<p>7 Theft or attempted theft.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage to Property in any part of the Building not occupied by You for the purpose of the Business.</p> <p>3 Damage to lead forming part of the exterior of the Premises.</p> <p>4 Damage to moveable Property in the open.</p> <p>5 Damage to Property in any outbuilding.</p> <p>6 Damage expedited or in any way brought about by You or by any of Your directors, partners or Employees.</p> <p>7 Damage due to a person obtaining any Property by deception.</p> <p>8 Damage to Money and securities of any description.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>9 Damage due to disappearance or unexplained or inventory shortage.</p> <p>10 Damage to Computer Equipment, Ancillary Equipment or Computer Systems Records</p> <p>A) in transit unless it is in the custody of Your director, principal, partner or Employee</p> <p>B) from an unattended vehicle unless it is</p> <p>i) concealed in a glove compartment or locked luggage compartment</p> <p>and</p> <p>ii) all points of access to the vehicle are locked or the vehicle is stolen at the same time.</p>
<p>8 Subsidence, Ground Heave or Landslip.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.</p> <p>3 Damage occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises.</p> <p>4 Damage arising from normal settlement or bedding down of new structures.</p> <p>5 Damage commencing prior to the granting of cover under this Insurance.</p>
<p>9 Oil escaping from a fixed heating installation or connected apparatus.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 The cost of replacing the oil.</p>
<p>10 Falling trees or their branches.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage caused by felling or lopping by You or on Your behalf.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>11 A) Accidental breakage of fixed Glass and fixed sanitary ware</p> <p> B) Accidental Damage to neon and illuminated signs and electric light fittings</p> <p> forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage</p> <p> 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</p> <p> B) while the Premises are empty or not in use</p> <p> C) existing prior to the commencement of this Insurance and not subsequently replaced.</p> <p>3 Any amount in excess of £10,000 any one loss.</p>
<p>12 Any other accident.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>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).</p> <p>3 Damage to any Property caused by</p> <p> A) its own faulty or defective design or materials</p> <p> B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or</p> <p> C) faulty or defective workmanship, operational error or omission on Your part or that of Your Employees</p> <p> but this shall not exclude subsequent Damage which itself results from an insured Event.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

- 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 originatesbut 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.

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>9 Damage to fences, gates and moveable Property in the open by wind, rain, hail, sleet, snow, flood or dust.</p> <p>10 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.</p> <p>11 Damage to Property other than Computer Equipment, Ancillary Equipment or Computer Systems Records in transit.</p> <p>12 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.</p> <p>13 Damage to Money and securities of any description.</p> <p>14 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.</p> <p>15 Damage to Property or structures in course of construction or erection and to materials or supplies relating to such Property or structures.</p>
<p>EVENT 13 ONLY APPLIES IF 'COMPUTER BREAKDOWN' IS SHOWN AS INCLUDED IN YOUR SCHEDULE</p> <p>13 Mechanical or electrical breakdown or derangement in respect of Computer Equipment or Ancillary Equipment.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>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).</p> <p>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</p> <p>but this shall not exclude subsequent Damage which itself results from an insured Event.</p> <p>4 Damage to Computer Equipment or Ancillary Equipment in the open.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>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.</p> <p>6 Damage to Computer Equipment or Ancillary Equipment resulting from</p> <ul style="list-style-type: none"> 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 <p>but not such Damage which itself results from other Damage which is covered by this Insurance.</p>

Extensions to Cover

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 Extinguishment Expenses</p> <p>The costs incurred by You in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured Damage to the Property Insured.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £10,000 any one loss.</p>
<p>2 Emergency Services</p> <p>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.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £10,000 any one loss.</p> <p>3 The failure of any plant to germinate or propagate following replacement under this extension.</p>
<p>3 Trace and Access and Repair or Replacement</p> <p>Damage occurring as a result of escape of water or oil as insured by Events 4, 6 and 9 including</p> <p>A) the costs necessarily incurred in locating the source of such Damage</p> <p>B) the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage and</p> <p>C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £10,000 any one loss.</p>

WHAT IS COVERED**WHAT IS NOT COVERED****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 – 13 of this Insurance.

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

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 £1,000 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.

- 1 Damage to Buildings which You own but have failed to insure under this Policy or any other policy.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 Repair Costs</p> <p>Repair costs for which You are responsible in respect of Damage to</p> <p>A) the Buildings caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes</p> <p>B) underground water, gas and drainpipes or electricity cabling extending from the Buildings to the public mains.</p>	
<p>7 Unauthorised Use of Electricity, Gas or Water</p> <p>The cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without Your authority.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £2,500 in any one Period of Insurance.</p> <p>3 Damage unless</p> <p>A) the Premises have been inspected weekly by You or a responsible person on Your behalf prior to the unauthorised occupation of the Premises</p> <p>B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.</p>
<p>8 Loss of Metered Water</p> <p>The additional metered water charges incurred by You as a result of Damage caused by any of the Events insured.</p> <p>The amount payable shall be ascertained by comparing the charge made by the water 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 charges during such period.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £10,000 any one loss.</p> <p>3 Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.</p>

WHAT IS COVERED

WHAT IS NOT 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 (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.

- 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 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.

WHAT IS NOT COVERED

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>12 Index Linking</p> <p>An adjustment in the sums insured (and Declared Values where appropriate) shown on the Schedule, excluding Rent, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.</p> <p>For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.</p> <p>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.</p>	
<p>13 Additional Rental Cost of Computer Equipment or Ancillary Equipment</p> <p>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.</p>	<ol style="list-style-type: none"> 1 Your Contribution as shown in the Schedule. 2 Any amount in excess of £7,500 any one loss.
<p>14 Incompatibility of Computer Records</p> <p>A) the cost of modifying the Computer Equipment</p> <p>or</p> <p>B) the cost of replacing Computer Systems Records and the cost of reinstating programmes or the information on them</p> <p>whichever is the less following Damage which has resulted in undamaged Computer Equipment being incompatible with any replacement Computer Equipment.</p>	<ol style="list-style-type: none"> 1 Your Contribution as shown in the Schedule. 2 Any amount in excess of £10,000.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>15 Accidental Discharge of Gas Systems</p> <p>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.</p>	<ol style="list-style-type: none"> 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.
	<p>THIS INSURANCE ALSO DOES NOT COVER</p> <p>1 Marine Policies</p> <p>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.</p>
	<p>2 Sonic Bangs</p> <p>Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
	<p>3 War and Allied Risks</p> <p>Damage caused by</p> <ol style="list-style-type: none"> A) riot or civil commotion unless such Event is specifically insured and then only to the extent stated B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>4 Pollution and Contamination</p> <p>Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the Property Insured caused by</p> <p>A) pollution or contamination which itself results from any Event insured (other than Event 12)</p> <p>B) any Event insured (other than Event 12) which itself results from pollution or contamination.</p>
	<p>5 Radioactive Contamination</p> <p>Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from</p> <p>A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.</p>
	<p>6 Terrorism</p> <p>Damage caused by or happening through or in consequence directly or indirectly of</p> <p>A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and</p> <p>B) in Northern Ireland civil commotion.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

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

In Great Britain and Northern Ireland Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

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

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

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

WHAT IS COVERED

WHAT IS NOT COVERED

7 Electronic Risk

Damage to the Property Insured arising directly or indirectly from

- A) the transmission or impact of any Virus
- B) unauthorised access to a System
- C) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
- D) Failure of a System
- E) any misinterpretation, use or misuse of Data

but We will not exclude Damage to Property Insured caused by Events 1 – 12 unless

- 1 such Damage arises from
 - i) any malicious act
 - ii) any omission
 - iii) theft where the theft is achieved by electronic means
 - iv) any of the causes shown under 'What is not covered' for each of Events 1 – 12 (whether or not insured).
- 2 in respect of Damage to Data by Event 7 (Theft) the theft is achieved by electronic means alone and the physical media on which the Data is held is not also stolen.

Property Removed from the Premises

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured whilst removed from the Premises as indicated below except that

- 1 the insurance applies only in so far as the property is not otherwise insured
- 2 any cover granted in respect of Damage by Theft shall not apply in respect of theft from any unattended vehicle unless the property is contained in the locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
- 3 this extension applies only to Damage occurring anywhere in Europe except in respect of Specified Equipment when the extension applies worldwide
- 4 the Company's liability for any one loss shall not exceed the limit stated.

PROPERTY AND LOCATION		LIMIT OF LIABILITY FOR ANY ONE LOSS
A	Deeds Documents and Transparencies at any location and whilst in transit	£10,000 any one package
B	Specified Equipment at any location and whilst in transit	The sum insured stated in the Schedule
C	Other property (excluding property described above vehicles licensed for road use clothing and personal effects curios and other works of art stamp collections articles of precious metal jewellery and furs) whilst temporarily removed from the Premises or in transit	15% of the relative sum insured but in no case exceeding £250,000

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 first imposed upon You following the Damage

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the Damage or
- 2 within such further time as We may allow in writing

excluding

- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged Property or undamaged portions of Property other than foundations
- 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

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

- 1 incurred in removing debris except from the site of such damaged Property and the area immediately adjacent to it
- 2 arising from pollution or contamination of Property not insured by this Insurance.

Cost D

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

Cost E

The cost You incur in taking steps under exceptional circumstances to prevent Damage occurring or to mitigate Damage which is occurring provided that

- 1 the Damage avoided was not reasonably foreseeable and that Damage would have occurred had You not taken steps to prevent it
- 2 We are satisfied that the steps taken by You have avoided or mitigated Damage.

The most We will pay You in respect of such costs is £5,000.

Cost F

The cost You necessarily incur to undertake temporary repairs upon or to expedite the repair, reinstatement or replacement of Property which has suffered Damage but the most We will pay You in respect of such costs is £5,000.

Cost G

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

- complying with Public Authorities' requirements
- minimising Damage and temporary repairs
- removing debris
- professional fees
- reinstating programmes and information onto fixed disks

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

Your sum insured – the penalty for underinsurance

If at the time of the Damage the Declared Value applying to the relevant Buildings, Shop Front, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment item is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

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 G

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, E and F above
- 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, F and G above.

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.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Deeds and Documents, Artwork and Transparencies and Computer Systems Records is less than 85% of the Insurable Amount (see below) the amount otherwise payable shall be proportionately reduced.

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.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Trade Samples, Stock or other insured Property not specifically provided for is less than 85% of the Insurable Amount (see below) the amount otherwise payable shall be proportionately reduced.

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.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Rent is less than 85% of the Insurable Amount (see below) the amount payable shall be proportionately reduced.

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.

Workmen

We accept that this Insurance will not be prejudiced by the presence of workmen 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 his behalf against such Damage on another policy.

Automatic reinstatement after a loss

In the absence of written notice by You or Us to the contrary within 30 days of the occurrence of any Damage the applicable sum insured (or other restriction on the amount of Our liability under this Insurance) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of Damage by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each Period of Insurance.

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.

Failure to comply with this requirement may 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.

Failure to comply with any of these requirements may 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

- A) all locks, bolts and other protective devices are in full and effective operation
- B) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises
- C) 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 withdrawnwithout 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 contractwithout 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.

Failure to comply with any of these requirements may 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.

Failure to comply with any of these requirements may 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.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.

All Risks Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section 1</p> <p>1 Damage to Unspecified Equipment</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any item with a value in excess of the Single Article Limit shown in the Schedule.</p> <p>3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either</p> <p>A) garaged in a building which is securely closed and locked</p> <p>or</p> <p>B) parked in a compound secured by locked gates.</p> <p>4 Damage by theft from any unattended vehicle unless</p> <p>A) the Property is concealed in a glove compartment or locked luggage compartment</p> <p>and</p> <p>B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.</p> <p>5 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.</p> <p>6 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Section 2</p> <p>2 Damage to Specified Equipment</p>	<ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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.
	<p>THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF BOTH SECTION 1 AND SECTION 2)</p> <ol style="list-style-type: none"> 1 Any Property that is insured on another policy. 2 Damage caused by <ol style="list-style-type: none"> A) delay, confiscation or detention by order of any Government or Public Authority B) counterfeit, substitute or foreign coins.

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>3 Damage to the contents of machines unless such contents are shown in the Schedule.</p> <p>4 Damage as a result of any person obtaining any Property by deception.</p> <p>5 Damage occurring outside the Territorial Limits as shown in the Schedule.</p> <p>6 Damage caused by pollution or contamination.</p> <p>7 Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.</p> <p>8 Damage commencing prior to the granting of cover under this Insurance.</p> <p>9 Damage caused by</p> <p>A) its own faulty or defective design or materials</p> <p>B) inherent vice, latent defect, wear and tear, depreciation, gradual deterioration or gradually operating cause, frost or change in the Water Table Level</p> <p>but not subsequent Damage which itself results from other Damage which is covered by this Insurance.</p> <p>10 Damage caused by</p> <p>A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects</p> <p>B) change in temperature, colour, flavour, texture or finish</p> <p>C) mechanical or electrical breakdown, failure or derangement</p> <p>but not such Damage or subsequent Damage which itself results from other Damage which is covered by this Insurance.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

- 11 Damage to Money and securities of any description.
- 12 Sonic Bangs

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 13 War and Allied Risks

Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 14 Radioactive Contamination

Damage or any loss or expense whatsoever resulting or arising therefrom or any loss 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 of it.
- 15 Terrorism

Damage caused 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
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

WHAT IS COVERED

WHAT IS NOT COVERED

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

In Great Britain and Northern Ireland Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

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

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

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

WHAT IS COVERED

WHAT IS NOT COVERED

16 Electronic Risk

A) Damage to Data which shall include but shall not be limited to

- i) Damage to or corruption of Data whether in whole or in part
- ii) unauthorised appropriation of use of access to or modification of Data
- iii) unauthorised transmission of Data to any third parties
- iv) Damage arising out of any misinterpretation, use or misuse of Data
- v) Damage arising out of any operator error in respect of Data.

B) Damage to the Property Insured arising directly or indirectly from

- i) the transmission or impact of any Virus
- ii) unauthorised access to a System
- iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
- iv) Failure of a System
- v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from other Damage which is covered by this Insurance provided that such Damage does not arise by reason of any malicious act or omission.

Extensions to Cover

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<div><div>1</div><div><div>Index Linking in respect of Section 2</div><div><p>An adjustment in the sums insured in respect of Specified Equipment shown on the Schedule will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full replacement cost and repair or replacement is carried out without undue delay.</p><p>For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.</p><p>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.</p></div></div></div>	

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.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Specified Equipment is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

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.

Failure to comply with this requirement may result in Us not paying Your All Risks claim.

Business Interruption Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Events</p> <p>THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE OPERATIVE EVENTS IN THE SCHEDULE.</p> <p>1 Fire, smoke, lightning, explosion and earthquake.</p>	<p>1 Damage to Property caused by its undergoing any process involving the application of heat.</p>
<p>2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.</p>	<p>1 Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.</p> <p>2 Damage arising from stoppage of work.</p> <p>3 Damage in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</p> <p>4 Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.</p>
<p>3 Storm or flood.</p>	<p>1 Damage caused solely by change in the Water Table Level.</p> <p>2 Damage caused by frost, Subsidence, Ground Heave or Landslip.</p> <p>3 Damage caused to fences, gates and moveable Property in the open.</p>
<p>4 Escape of water from any tank, apparatus, pipe or appliance.</p>	<p>1 Damage by water discharged or leaking from an automatic sprinkler installation.</p> <p>2 Damage in respect of any Building which is empty or not in use.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 Impact by</p> <p> A) any road vehicle including any fork lift truck or other industrial vehicle or</p> <p> B) an aircraft or other aerial devices or articles dropped from them or</p> <p> C) an animal.</p>	
<p>6 Accidental escape of water from any automatic sprinkler installation.</p>	<p>1 Damage in respect of any Building which is empty or not in use.</p> <p>2 Damage by heat caused by fire.</p>
<p>7 Theft or attempted theft.</p>	<p>1 Damage to Property in any part of the Building not occupied by You for the purpose of the Business.</p> <p>2 Damage to lead forming part of the exterior of the Premises.</p> <p>3 Damage to moveable Property in the open.</p> <p>4 Damage to Property in any outbuilding.</p> <p>5 Damage expedited or in any way brought about by You or by any of Your directors, partners or Employees.</p> <p>6 Damage due to a person obtaining any Property by deception.</p> <p>7 Damage to Money and securities of any description.</p> <p>8 Damage due to disappearance or unexplained or inventory shortage.</p> <p>9 Damage to Computer Equipment, Ancillary Equipment or Computer Systems Records</p> <p> A) in transit unless it is in the custody of Your director, principal, partner or Employee</p> <p> B) from an unattended vehicle unless it is</p> <p> i) concealed in a glove compartment or locked luggage compartment</p> <p> and</p> <p> ii) all points of access to the vehicle are locked or the vehicle is stolen at the same time.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>8 Subsidence, Ground Heave or Landslip.</p>	<p>1 Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.</p> <p>2 Damage occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises.</p> <p>3 Damage arising from normal settlement or bedding down of new structures.</p> <p>4 Damage commencing prior to the granting of cover under this Insurance.</p>
<p>9 Oil escaping from a fixed heating installation or connected apparatus.</p>	
<p>10 Falling trees or their branches.</p>	<p>1 Damage caused by felling or lopping by You or on Your behalf.</p>
<p>11 A) Accidental breakage of fixed Glass and fixed sanitary ware</p> <p>B) Accidental Damage to neon and illuminated signs and electric light fittings</p> <p>forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair.</p>	<p>1 Damage</p> <p>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</p> <p>B) while the Premises are empty or not in use</p> <p>C) existing prior to the commencement of this Insurance and not subsequently replaced.</p>
<p>12 Any other accident.</p>	<p>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).</p> <p>2 Damage to any Property caused by</p> <p>A) its own faulty or defective design or materials</p> <p>B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or</p> <p>C) faulty or defective workmanship, operational error or omission on Your part or that of Your Employees</p> <p>but this shall not exclude subsequent Damage which itself results from an insured Event.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

- 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 servicesbut not
 - i) such Damage which itself results from other Damage which is covered by this Insurance
 - ii) subsequent Damage which itself results from an insured Event.
- 4 Damage caused by pollution or contamination.
- 5 Damage caused by acts of fraud or dishonesty.
- 6 Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 7 Damage to a building or structure caused by its own collapse or cracking.
- 8 Damage to fences, gates and moveable Property in the open by wind, rain, hail, sleet, snow, flood or dust.

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>9 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.</p> <p>10 Damage to Property in transit other than Computer Equipment, Ancillary Equipment or Computer Systems Records.</p> <p>11 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.</p> <p>12 Damage to Property or structures in course of construction or erection and to materials or supplies relating to such Property or structures.</p> <p>13 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.</p> <p>14 Damage to land, roads, pavements, piers, jetties, bridges, culverts or excavations.</p> <p>15 Damage to livestock, growing crops or trees.</p>
<p>13 Mechanical or electrical breakdown or derangement in respect of Computer Equipment or Ancillary Equipment.</p>	<p>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).</p> <p>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</p> <p>but this shall not exclude subsequent Damage which itself results from an insured Event.</p> <p>3 Damage to Computer Equipment or Ancillary Equipment in the open.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

- 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 servicesbut 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	WHAT IS NOT COVERED
<p>1 Loss at Suppliers' Premises</p> <p>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.</p>	<p>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.</p>
<p>2 Loss at Storage Sites</p> <p>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.</p>	<p>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.</p>
<p>3 Failure of Public Supply</p> <p>Loss as a result of accidental failure of the public supply of</p> <p>A) electricity at the terminal ends of the supply authority's service feeders at the Premises</p> <p>B) gas at the supply authority's meters at the Premises</p> <p>C) water at the supply authority's main stop cock serving the Premises.</p>	<p>1 Loss incurred during the first 24 consecutive hours of the Indemnity Period.</p> <p>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.</p> <p>3 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.</p> <p>4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 Disease, Murder, Suicide, Vermin and Pests</p> <p>Loss as a result of</p> <ul style="list-style-type: none"> A) closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the Premises B) injury or illness sustained by any customer or Employee arising from or traceable to foreign or injurious matter in food or drink sold from the Premises C) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate as a result of defects in the drains and other sanitary arrangements at the Premises D) murder or suicide occurring at the Premises E) vermin and pests at the Premises. 	<p>1 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.</p>
<p>5 Denial of Access and Loss of Attraction</p> <p>Damage to Property in the vicinity of the Premises by any of the insured Events 1 – 12 which</p> <ul style="list-style-type: none"> A) hinders or prevents the use of the Premises or access to them or B) causes a fall in the number of customers attracted to the vicinity of the Premises whether the Property used by You for the purpose of the Business shall be damaged or not. 	<p>1 Loss as a result of Damage which prevents or hinders the supply of electricity, gas, water or telecommunications services.</p> <p>2 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.</p>

WHAT IS COVERED

6 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.

WHAT IS NOT COVERED

- 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 £250,000 after the application of all other terms and conditions of this Insurance.
- 5 Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
- 6 Loss as a result of upgrading the system by You whether or not undertaken by the telecommunications authority.
- 7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.
- 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.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>7 Property at Other Locations and In Transit</p> <p>Damage by any insured Event to</p> <p>A) Deeds and Documents and Artwork and Transparencies</p> <p>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)</p> <p>whilst temporarily removed from the Premises or in transit by road, rail, air or inland waterway anywhere in Europe.</p>	<p>1 Loss as a result of Damage to the conveying vehicle or craft by impact.</p> <p>2 Any amount in excess of £25,000 any one loss after the application of all other terms and conditions of this Insurance.</p>
<p>8 Outstanding Debit Balances</p> <p>THIS EXTENSION ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE</p> <p>Damage by any insured Event at the Premises to Property Insured which prevents You from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to You.</p>	<p>1 Any amount in excess of the Limit of Liability in any Period of Insurance shown in the Schedule.</p>
<p>9 In respect of Computer Equipment and Ancillary Equipment</p> <p>The accidental failure of the electricity supply in the distribution wiring within the Premises in which the Computer Equipment or Ancillary Equipment is situated.</p>	<p>1 Any failure which is caused by Event 13.</p> <p>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.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>10 Index Linking</p> <p>An adjustment in the sum insured in respect of Gross Revenue shown on the Schedule will automatically be applied monthly in line with the relevant recognised index.</p> <p>For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.</p> <p>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.</p>	
	<p>THIS INSURANCE ALSO DOES NOT COVER</p> <p>1 Sonic Bangs</p> <p>Loss as a result of Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
	<p>2 War and Allied Risks</p> <p>Loss as a result of Damage caused by</p> <p>A) riot or civil commotion unless such Event is specifically insured and then only to the extent stated</p> <p>B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.</p>
	<p>3 Pollution and Contamination</p> <p>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</p> <p>A) pollution or contamination which itself results from any Event insured (other than Event 12)</p> <p>B) any Event insured (other than Event 12) which itself results from pollution or contamination.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>4 Radioactive Contamination</p> <p>Loss as a result of Damage caused by or happening through or causing loss or destruction of or Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from</p> <p>A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.</p>
	<p>5 Satellite Telecommunications</p> <p>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.</p> <p>B) Atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.</p>
	<p>6 Terrorism</p> <p>Loss as a result of Damage caused by or happening through or in consequence directly or indirectly of</p> <p>A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <p>and</p> <p>B) in Northern Ireland civil commotion.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

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

In Great Britain and Northern Ireland Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

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

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

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

WHAT IS COVERED

WHAT IS NOT COVERED

7 Electronic Risk

Loss as a result of Damage to the Property Insured arising directly or indirectly from

- A) the transmission or impact of any Virus
- B) unauthorised access to a System
- C) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
- D) Failure of a System
- E) any misinterpretation, use or misuse of Data

but We will not exclude Damage to Property Insured caused by Events 1 – 12 unless

- 1 such Damage arises from
 - i) any malicious act
 - ii) any omission
 - iii) theft where the theft is achieved by electronic means
 - iv) any of the causes shown under 'What is not covered' for each of Events 1 – 12 (whether or not insured)
- 2 in respect of Damage to Data by Event 7 (Theft) the theft is achieved by electronic means alone and the physical media on which the Data is held is not also stolen.

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 to Cover 8 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 the Outstanding Debit Balances and the total of the amounts received or traced in connection with such balances
- 2 the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage.

Other considerations when settling any claims under this Insurance

Material Damage Requirement (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

If the sum insured is less than 85% of the Insurable Amount (see below) the amount payable shall be proportionately reduced.

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

In the absence of written notice by You or Us to the contrary the applicable sum insured (or other restriction on the amount of Our liability) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such automatic reinstatement of cover. (Automatic Reinstatement will not be provided in respect of the cover for Outstanding Debit Balances).

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.

Failure to comply with any of these requirements may result in Us not paying Your Business Interruption claim.

Duplicate Records

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

Failure to comply with this requirement may 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	WHAT IS NOT COVERED
<p>Damage to Money and property described up to the Limit of Liability any one loss as stated in the Schedule or as below</p> <p>1 Negotiable Money</p> <p> 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</p> <p> Limit of Liability - as shown in the Schedule.</p> <p> B) in Your Business Premises out of Working Hours</p> <p> i) in locked safes or strongrooms as shown in the Schedule</p> <p> Limit of Liability any one loss - as shown in the Schedule</p> <p> ii) in all other locked safes or strongrooms</p> <p> Limit of Liability any one loss - as shown in the Schedule</p> <p> iii) not in a locked safe or strongroom</p> <p> Limit of Liability any one loss - as shown in the Schedule.</p> <p> C) in Your residence or that of Your directors, partners or Employees</p> <p> i) whilst in a locked safe or whilst an adult is in the residence</p> <p> Limit of Liability any one loss - £500</p> <p> ii) otherwise</p> <p> Limit of Liability any one loss - £250.</p> <p>2 Non-Negotiable Money</p> <p> Limit of Liability any one loss - £250,000.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage by theft by any of Your directors, partners or Employees unless the theft is discovered within seven working days of the occurrence.</p> <p>3 Damage by theft from an unattended vehicle.</p> <p>4 Damage to or corruption of Data whether in whole or part.</p> <p>5 Shortage due to error or omission.</p> <p>6 Damage due to the use of counterfeit Money.</p> <p>7 Damage outside of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.</p> <p>8 Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p> <p>9 Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.</p> <p>10 Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from</p> <p> A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p> B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>3 Damage to Clothing and personal effects (not exceeding £25 per person in personal Money) belonging to You or any of Your directors, partners or Employees following a robbery or attempted robbery whilst engaged in the Business</p> <p>Limit of Liability any one loss - £500 per person.</p> <p>4 Stamped or impressed National Insurance Cards</p> <p>Limit of Liability - Unlimited.</p> <p>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</p> <p>Limit of Liability - Unlimited.</p>	

Extensions to Cover

THIS INSURANCE ALSO COVERS

Personal Injury (Robbery)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>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</p> <ol style="list-style-type: none">solely and directly as a result of robbery or attempted robbery while engaged in the Business andwithin two years is the sole cause of Death, Disablement or incurring of Medical Expenses for which the Benefit is claimed. <p>Benefits</p> <ol style="list-style-type: none">DeathLoss of Limb or Loss of EyePermanent Total Disablement other than by Loss of Limb or Loss of Eye from gainful employment of any and every kindTemporary Total Disablement from usual occupation <p>Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive.</p> <ol style="list-style-type: none">Medical Expenses necessarily incurred in the treatment of the Insured Person <p>Reimbursement up to the amount shown in the Schedule payable per week for a maximum of 104 weeks.</p> <p>The amount payable for each Unit of cover shall be:</p> <p>Benefit</p> <ol style="list-style-type: none">£5,000£5,000£5,000£50 per week for a maximum of 104 weeks in all and not necessarily consecutiveReimbursement up to 15% of the amount payable under Benefit 4.	<p>Benefit will not be paid for</p> <ol style="list-style-type: none">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.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.Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

Money Insurance – how We settle claims

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

Other considerations when settling claims under this Insurance

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

Requirements which You must comply with to prevent loss or Damage

Security Precautions

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

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

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

- 1 You shall maintain the Intruder Alarm System at the Premises in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by Us in writing.
- 2 You shall ensure the Business Premises are not left unattended
 - A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the Intruder Alarm System is connected has acknowledged the setting signal
 - B) if police response to alarm calls has been withdrawn
without Our written agreement.
- 3 You shall ensure that any Intruder Alarm System required or approved by Us is installed in accordance with a specification agreed in writing by Us.
- 4 You shall not make any alteration to or substitution of
 - A) any part of the Intruder Alarm System
 - B) the procedures agreed by You for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
 - C) the maintenance contract
without Our written agreement.

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

Money in Transit

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

LIMIT	ESCORTS
Up to £5,000	1 able bodied person
Between £5,001 and £9,000	2 able bodied persons
Between £9,001 and £15,000	3 able bodied persons.

Any amounts in excess of £15,000 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.

Failure to comply with any of these requirements may result in Us not paying Your Money claim.

Liabilities Insurance

Section 1 Employers' Liability

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <p>1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance</p> <p>A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>or</p> <p>B) while temporarily outside these territories arising out of and in the course of employment by You in the Business.</p> <p>2 in respect of</p> <p>A) claimants costs and expenses which You are legally liable to pay in connection with any claim</p> <p>B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death</p> <p>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</p> <p>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</p> <p>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</p> <p>incurred with Our prior written consent.</p>	<p>1 Radioactive Contamination</p> <p>Any legal liability directly or indirectly caused by, or contributed to by, or arising from</p> <p>A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel</p> <p>or</p> <p>B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it</p> <p>where the legal liability is</p> <p>i) that of any principal</p> <p>ii) accepted under an agreement without which the legal liability would not exist.</p> <p>2 Road Traffic Legislation</p> <p>Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.</p> <p>3 Fines or Penalties</p> <p>Any legal liability for</p> <p>A) fines or penalties</p> <p>B) the costs of appeal against any improvement or prohibition notices</p> <p>C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012</p> <p>D) compensation ordered or awarded by a Court of Criminal Jurisdiction.</p>

Extensions to Section 1

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 Compensation for Court Attendance</p> <p>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</p> <p>A) for any director or partner of Yours £500 per day</p> <p>B) for any Employee £250 per day.</p>	
<p>2 Unsatisfied Court Judgements</p> <p>If an Employee or their personal representative is awarded damages for Injury in any Court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, We will, at Your request, pay the amount of the judgement provided that</p> <p>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</p> <p>B) the Injury was caused during any Period of Insurance in the course of employment by You</p> <p>C) there is no on-going, planned or outstanding appeal</p> <p>D) the Employee or their personal representative shall assign the judgement to Us.</p>	

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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Our right to pay the full limit at any time

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

Parties to the contract of insurance

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

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

Section 2 Public Liability/Products Liability

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <p>1 up to the Limit of Indemnity against legal liability for damages in respect of</p> <p>A) accidental Injury of any person</p> <p>B) Damage to Property</p> <p>C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way</p> <p>D) wrongful arrest or false imprisonment</p> <p>happening during any Period of Insurance in connection with the Business.</p> <p>2 in respect of</p> <p>A) claimants costs and expenses which You are legally liable to pay in connection with any claim</p> <p>B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death</p> <p>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</p> <p>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</p>	<p>1 Mechanical Vehicles</p> <p>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</p> <p>A) mechanically propelled vehicle other than legal liability arising out of</p> <p>i) the use of plant as a tool of trade on site</p> <p>ii) the use of plant at Your Premises</p> <p>iii) the loading or unloading of any vehicle</p> <p>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</p> <p>B) aircraft or other aerial device</p> <p>C) aerospace device</p> <p>D) hovercraft</p> <p>E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).</p> <p>2 Employers' Liability</p> <p>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.</p> <p>3 Property in Your Custody or Control</p> <p>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</p> <p>A) Your directors', partners', Employees' or visitors' personal effects including vehicles and their contents</p>

WHAT IS COVERED

- 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

- 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 which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of Damage to any such premises and their fixtures and fittings.

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. All pollution and contamination which arises out of one incident shall be considered by Us for the purpose of this Policy to have occurred at the time such incident takes place.

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.

WHAT IS COVERED

WHAT IS NOT COVERED

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by You.

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

10 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 any nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks

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

12 Breach of Professional Duty

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

13 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.

14 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.

WHAT IS COVERED	WHAT IS NOT COVERED
	<p data-bbox="576 145 772 167">15 Aircraft Products</p> <p data-bbox="621 193 946 244">Any legal liability arising from Aircraft Products.</p> <p data-bbox="576 269 734 292">16 Contribution</p> <p data-bbox="621 319 1024 370">Your Contribution as shown in the Schedule in respect of</p> <p data-bbox="621 395 874 421">A) the claimants damages</p> <p data-bbox="621 445 966 470">B) the claimants costs and expenses.</p>

Extensions to Section 2

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 Cross Liabilities</p> <p>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</p> <p>Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.</p>	
<p>2 Compensation for Court Attendance</p> <p>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</p> <p>A) for any director or partner of Yours £500 per day</p> <p>B) for any Employee £250 per day.</p>	
<p>3 Contingent Motor Liability</p> <p>Your legal liability to pay damages and/or costs resulting from</p> <p>A) Injury to others, or</p> <p>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.</p>	<p>1 Damage to the vehicle or its contents.</p> <p>2 Any legal liability caused while the vehicle is being driven by You.</p> <p>3 Where cover is provided by any other insurance policy.</p> <p>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.</p>
<p>4 Personal Legal Liabilities whilst Overseas</p> <p>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.</p>	<p>1 Any legal liability arising out of</p> <p>A) the ownership or occupation of land or buildings</p> <p>B) where cover is provided by any other insurance policy</p> <p>C) all exclusions shown under 'What is not covered'.</p>

WHAT IS COVERED**WHAT IS NOT COVERED****5 Data Protection Act 1998**

Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that

- A) You are registered in accordance with the terms of the Act, or
- B) You have applied for registration and it has not been refused or withdrawn
- C) You have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at Your request Your directors, partners or Employees under this Extension.

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.

- 1 Any legal liability You have to pay fines or penalties.
- 2 The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.
- 3 Where cover is provided by any other insurance.
- 4 Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- 5 Any claim arising from or caused by circumstances notified to any of Your previous insurers.
- 6 Any claim arising from circumstances known to You at the time You took out this Insurance.

6 Defective Premises Act

Your legal liability in respect of Injury or Damage to Property under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

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.

North America Claims

In respect of claims happening or where a claim is brought in North 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.

Section 3 Legal Defence Costs

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Part A</p> <p>Criminal Proceedings relating to Health and Safety at Work in respect of duties to Your Employees.</p> <p>We will pay</p> <ol style="list-style-type: none">1 legal costs and expenses incurred with Our written consent2 costs awarded against You or any director, partner or Person Employed <p>in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.</p> <p>The proceedings must relate to</p> <ol style="list-style-type: none">i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 <p>and</p> <ol style="list-style-type: none">ii) the health, safety and welfare of a director, partner or Person Employed.	<ol style="list-style-type: none">1 Fines or Penalties<ol style="list-style-type: none">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<p>Where cover is provided by any other insurance policy.</p>3 Deliberate Act<p>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.</p>4 Asbestos<p>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.</p>

WHAT IS COVERED

Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- 1 legal costs and expenses incurred with Our written consent
- 2 costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

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

WHAT IS NOT COVERED

1 Fines or Penalties

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

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

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

4 Asbestos

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

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.

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

The most We will pay

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

Our right to pay the full limit at any time

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

Parties to the contract of insurance

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

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

Terrorism Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

WHAT IS COVERED	WHAT IS NOT COVERED
<div>1</div> <p>Notwithstanding any provisions to the contrary within this Policy the cover in respect of all items insured by the Property Damage, All Risks, Transit and Business Interruption Insurances (where operative) is extended to include Terrorism Insurance as specified below.</p> <p>This Policy includes Damage or loss resulting from Damage to the Property Insured and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy whilst situate within the applicable Territory stated below caused by or resulting from an Act of Terrorism (as defined below)</p> <p>provided always that Terrorism Insurance is</p> <div>A) subject to the excluded causes detailed under 'What is not covered'</div> <div>B) not subject to any other excluded causes stated in this Policy</div> <p>provided also that Our liability in any one Period of Insurance shall not exceed</p> <div>A) in the whole the total sum insured</div> <div>B) in respect of any item its sum insured or any other stated Limit of Liability specified in the Schedule or elsewhere in the Policy</div> <p>whichever is the lower subject always to the Limit of Liability in respect of the Territory stated below after the application of all the provisions of the insurance including Your Contribution.</p>	<div>1</div> <p>Riot, Civil Commotion, War and Allied Risks</p> <p>Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.</p> <div>2</div> <p>Electronic Risks</p> <p>Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:</p> <div>A) the alteration modification distortion corruption of or Damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software)</div> <p>or</p> <div>B) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item</div> <p>whether Your property or not where such Damage is directly or indirectly caused by 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.</p>

WHAT IS COVERED

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

Territory

Limit of Liability

- | | | |
|---|------------------------|---------------------------------------|
| 1 | Great Britain | As otherwise specified in this Policy |
| 2 | Elsewhere in the world | Not insured |

WHAT IS NOT COVERED

3 Nuclear Installation or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from Damage to 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.

4 Nuclear Risks and Chemical, Biological and Radiological Contamination

In respect of Residential Property insured in the name of a Private Individual

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.

Special Conditions

- 1 In any action, suit or other proceedings where We allege that 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.
- 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 the Policy apply except insofar as they are hereby expressly varied.

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 "Definitions – Words with Special Meanings" section of this Policy shall carry that same meaning throughout this Fidelity Insurance whenever used and shown in bold type unless expressly varied below, where for the purposes of this Fidelity Insurance they will carry only the meaning shown below. For clarity, if a word is defined both below and in the "Definitions – Words with Special Meanings" section, only the definition shown below will be used in respect of this Fidelity Insurance.

Any One Claim

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

1 of one person

or

2 of two or more persons acting In Collusion.

Auditors Fees

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

Benefit Plan

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

Discovered or Discovery

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

1 first becomes aware of facts which would cause a reasonable person to believe that a loss has been incurred or is likely to be incurred

2 first receives an allegation of facts that if true would cause a loss to be incurred

under this Fidelity Insurance regardless of

1 when the act or acts causing or contributing to the loss occurred

2 whether the exact amount or details of the loss are known.

Employee(s)

Any person

- 1 employed under a contract of service or apprenticeship with You in the normal course of Your Business other than members of Your Board of Directors or equivalent management board
- 2 who is
 - A) undertaking study, work experience, training placement or secondment
 - B) working exclusively for You and for no other party under a contract for services as a consultant having previously been employed by You
 - C) provided to You by an agency
 - D) engaged by You to develop a Systemunder 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	WHAT IS NOT COVERED
<p>Events</p> <p>1 Employee Fraud</p> <p>Loss of Money, Securities, or Property owned or leased by You which directly results from a Fraudulent Act by an Employee or Employees.</p>	<ul style="list-style-type: none">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.

WHAT IS COVERED

WHAT IS NOT COVERED

- 8 Any loss first Discovered
 - A) prior to the start of the Period of Insurance
 - B) after the expiry of the Period of Insurance unless cover is provided by the Discovery Period Extension.
- 9 Loss which is alleged solely on the basis of
 - A) a profit and loss comparison
 - or
 - B) a comparison of inventory records with an actual physical count

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

Extensions to Cover

THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 Care Custody and Control</p> <p>Loss of Money, Securities or Property which</p> <p>A) is in Your care, custody or control</p> <p>B) You are legally liable for</p> <p>directly arising from a Fraudulent Act by an Employee or Employees.</p> <p>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.</p>	<p>1 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.</p>
<p>2 Auditors Fees</p> <p>Auditors Fees incurred with Our prior written consent.</p> <p>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.</p>	<p>1 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.</p>
<p>3 Discovery Period</p> <p>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.</p> <p>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.</p>	<p>1 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.</p> <p>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.</p> <p>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.</p>

WHAT IS COVERED

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>5 Benefit Fund Trustees</p> <p>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.</p> <p>For the purposes of this extension We agree that all persons nominated as Trustees are treated as Employees.</p>	<p>1 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.</p>
	<p>THIS INSURANCE ALSO DOES NOT COVER</p> <p>1 War and Allied Risks</p> <p>Loss 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 or riot or civil commotion in Northern Ireland or the Republic of Ireland.</p>
	<p>2 Radioactive Contamination</p> <p>Loss to any Money, Securities or Property whatsoever or any expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from</p> <p>A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.</p>
	<p>3 Terrorism</p> <p>Any loss caused by or happening through or in consequence directly or indirectly of</p> <p>A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and</p> <p>B) in Northern Ireland civil commotion.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

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

In Great Britain and Northern Ireland Terrorism means

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

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

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

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon You.

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.

Failure to comply with any of these requirements may 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 unpresented cheques.

4 Cheque signing and telephone and facsimile transfers

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

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

In respect of telephone or facsimile instructions

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

5 Cash and petty cash

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

6 Payroll

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

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

7 Stocktaking

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

8 Ordering goods

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

9 Statements of account

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

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

10 Computer security and Electronic Funds Transfer

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

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

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

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

Failure to comply with any of these requirements may 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.

Failure to comply with this requirement may 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	WHAT IS NOT COVERED
<p>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.</p> <p>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.</p> <p>Benefits</p> <p>1 Death</p> <p>2 Loss of Limb or Loss of Eye</p> <p> A) two or more limbs or both eyes or one of each</p> <p> B) one limb or one eye</p> <p>3 A) Permanent total loss of speech</p> <p> B) Permanent total loss of hearing in both ears</p> <p> C) Permanent total loss of hearing in one ear</p> <p>4 Permanent Total Disablement from gainful employment of any and every kind</p> <p>5 Temporary Total Disablement from the Insured Person's usual occupation in the Business</p> <p>6 Temporary Partial Disablement from at least 50% of the Insured Person's usual occupation in the Business.</p>	<p>We will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by</p> <p>1 Activities</p> <p> the Insured Person engaging in or practicing for any of the following excluded activities</p> <p> A) flying other than as a passenger</p> <p> B) motorcycling as a rider or passenger</p> <p> C) parachuting</p> <p> D) racing other than on foot or in dinghies</p> <p> E) winter sports other than curling or skating.</p> <p>2 Conditions</p> <p> A) the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury</p> <p> B) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)</p> <p> 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</p> <p> D) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.</p>

WHAT IS COVERED

WHAT IS NOT COVERED

3 War and Allied Risks

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

4 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.

5 Radioactive Contamination

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

- 6
- 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
<p>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.</p> <p>1 Medical Expenses</p> <p>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.</p>	
<p>2 Coma Benefit</p> <p>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.</p>	
<p>3 Commuting Expenses</p> <p>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.</p>	

WHAT IS COVERED	WHAT IS NOT COVERED
<p>4 Dependents Benefit</p> <p>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</p> <p>A) unmarried and dependent</p> <p>and</p> <p>B) under 18 years of age or under 25 years of age if in full-time education</p> <p>subject to a maximum of £5,000.</p>	
<p>5 Hospitalisation</p> <p>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.</p>	
<p>6 Paralysis</p> <p>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</p> <p>A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4</p> <p>B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.</p>	

Personal Accident Insurance – how We settle claims

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

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

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

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

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

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

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

We will not pay more per week than

- A) the Insured Person's average weekly wage in respect of Benefit 5
- B) 50% of the Insured Person's average weekly wage in respect of Benefit 6.

Disappearance

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

Minors

If the Insured Person is under the age of 16

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

Other considerations when settling claims under this Insurance

Assignment

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

Interest

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

Other Interests

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

Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 – Employment

WHAT IS COVERED	WHAT IS NOT COVERED
<div>1 The defence of any Legal Proceedings, brought in an employment tribunal, arising from a dispute with an Employee, ex-Employee or prospective Employee relating to</div> <div> A) the contract of employment with You</div> <div> B) actual or alleged breaches of their statutory rights under employment legislation</div> <div>2 The pursuit of any Legal Proceedings to recover possession of premises which are owned by You but occupied by Your Employee or ex-Employee</div> <div>provided that</div> <div>i) You have sought and followed advice from Our Legal Advice service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy)</div> <div>ii) You agree to appoint Our Administrator's approved consultant as Your Appointed Representative in accordance with Requirement 4 A) i).</div>	<div>1 Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.</div> <div>2 Legal Expenses arising from or relating to</div> <div> A) any benefit due under a contract of employment</div> <div> B) any payment made in respect of redundancy</div> <div> C) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970</div> <div> D) any claim where You do not appoint the Appointed Representative in accordance with Requirement 4 A) i)</div> <div> E) any dispute that arises within three months of the inception of the Insurance</div> <div> F) a dispute within the first six months of the Insurance where a warning was given to an Employee six months prior to the inception of the Insurance</div> <div> G) any compensatory award made against You relating to</div> <div> i) trade union activities including membership or non-membership</div> <div> ii) pregnancy, maternity or paternity rights</div> <div> H) any award made because of Your failure to provide written reasons for dismissal</div> <div> I) any compensatory award specified in a reinstatement or re-engagement order or made because of Your failure to provide written reasons for a dismissal</div>

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>J) any awards to the extent that they relate to contractual rights accruing to the Employee, ex-Employee or prospective Employee prior to the actual or alleged breach of the actual or alleged contract of employment</p> <p>K) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.</p> <p>L) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.</p>

Section 2 – Prosecution

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The defence of any Legal Proceedings arising from</p> <p>1 any actual or alleged act or omission by You relating to an appeal against the service of an improvement, prohibition or suspension notice under the</p> <p>A) Health and Safety at Work etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978</p> <p>B) Food Safety Act 1990</p> <p>C) Consumer Protection Act 1987</p> <p>2 civil action taken against You for</p> <p>A) wrongful arrest in respect of an accusation of theft</p> <p>B) any activities as a trustee of a pension fund set up for the benefit of Your Employees</p> <p>3 Your prosecution in a Court of criminal jurisdiction.</p> <p>The cover provided under this Section will apply to any other Insured Person in like manner to You at Your request.</p>	<p>1 Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.</p> <p>2 Legal Expenses</p> <p>A) arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft</p> <p>B) arising from or relating to any Legal Proceedings relating to any alleged deliberate or intentional act unless charges are dismissed or You are acquitted</p> <p>C) incurred in a Magistrates' Court that are in excess of what would be allowed if a full Representation Order had been granted</p> <p>D) incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order</p> <p>E) in respect of a claim where it is alleged that You have breached the terms and conditions of a Representation Order</p> <p>F) arising from or relating to a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.</p> <p>G) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.</p>

Section 3 – Property

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The pursuit or defence of Legal Proceedings relating to</p> <p>1 the possession of freehold or leasehold Property owned or occupied by You</p> <p>2 any negligent act, omission or nuisance caused by a third party relating to Property owned by You or for which You are legally responsible other than motor vehicles, aircraft or watercraft</p> <p>provided that</p> <p>A) You have suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended</p> <p>B) You agree to use alternative dispute resolution to attempt to settle any dispute if Our Administrator considers it to be appropriate</p> <p>C) the Property has been disclosed to Us in writing.</p>	<p>1 Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.</p> <p>2 Legal Expenses arising from or relating to</p> <p>A) any review of the Rent payable for leasehold Property</p> <p>B) the recovery of Rent payable</p> <p>C) freehold title, lease, tenancy or licence disputes</p> <p>D) mining or other subsidence or heave</p> <p>E) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance</p> <p>F) a contract entered into by You</p> <p>G) any dispute</p> <p>i) arising from the compulsory purchase, confiscation, nationalisation, requisition or Damage to any freehold or leasehold Property</p> <p>ii) over restrictions or controls placed on any freehold or leasehold Property</p> <p>iii) arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works</p> <p>by or on behalf of any government, public or local authority, except in so far as the claim relates to Damage arising from such activities</p>

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>H) any dispute relating to</p> <ul style="list-style-type: none"> i) goods in transit ii) goods lent or hired to third parties iii) goods at premises other than those occupied by You unless they are at such premises for the purpose of installation or use in work to be carried out by You. <p>I) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.</p>

Section 4 – Taxation

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1 Entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998. This includes responding at a tribunal hearing.</p> <p>2 Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with Your PAYE or National Insurance Contribution affairs.</p> <p>3 An appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.</p>	<p>1 Any amount in excess of £25,000 for Any One Claim.</p> <p>2 Legal Expenses arising from or relating to</p> <p>A) any tax avoidance scheme undertaken by You</p> <p>B) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations</p> <p>C) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance</p> <p>D) any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising</p> <p>E) Your actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown We shall be entitled to recover any claim settlement made in this respect</p> <p>F) any issue of law practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are otherwise covered under this Insurance</p> <p>G) any enquiry arising from an enquiry into earlier year's tax return(s) or a tax return already under enquiry</p> <p>H) enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing</p>

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul style="list-style-type: none">I) any criminal prosecutionJ) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.K) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.

Section 5 – Data Protection

WHAT IS COVERED	WHAT IS NOT COVERED
<div><div>1</div><div>The defence of any Legal Proceedings brought against You for compensation under Section 13 of the Data Protection Act 1998 provided that You are already registered with the Data Protection Commissioner</div></div> <div><div>2</div><div>An appeal by You against<div><div>A)</div><div>the refusal of Your application for registration by the Data Protection Commissioner</div><div>B)</div><div>the refusal of an application for alteration of registered particulars by the Data Protection Commissioner</div><div>C)</div><div>an enforcement notice</div><div>D)</div><div>a de-registration notice</div><div>E)</div><div>a transfer prohibition notice</div></div></div></div> <div><div>provided that You agree to appoint Our Administrator's approved consultant as Your Appointed Representative in accordance with Requirement 4 A) i).</div></div>	<div><div>1</div><div>Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.</div></div> <div><div>2</div><div>Legal Expenses arising from or relating to<div><div>A)</div><div>any criminal prosecution</div><div>B)</div><div>any legal action concerning the grant and/or execution of a warrant of entry</div><div>C)</div><div>any claim where You do not appoint Our Administrator's approved consultant as the Appointed Representative in accordance with Requirement 4 A) i)</div><div>D)</div><div>a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.</div><div>E)</div><div>any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.</div></div></div></div>

Section 6 – Bodily Injury

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The pursuit of compensation following an Event which causes death of or bodily injury to any Insured Person if requested by You.</p> <p>This cover also extends to include members of the Insured Person's family who suffer bodily injury following an Event that also causes bodily injury to the Insured Person.</p>	<div><div>1</div><div>Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.</div></div> <div><div>2</div><div>Legal Expenses arising from or relating to</div><div><div>A)</div><div>any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident</div></div><div><div>B)</div><div>the defence of any claim for bodily injury</div></div><div><div>C)</div><div>a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance.</div></div><div><div>D)</div><div>any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.</div></div></div>

Section 7 – Contract

WHAT IS COVERED	WHAT IS NOT COVERED
<p>The pursuit or defence of Legal Proceedings 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</p> <p>provided that</p> <ol style="list-style-type: none">1 the amount in dispute exceeds £1,0002 You entered into the contract or alleged contract during the Period of Insurance.	<ol style="list-style-type: none">1 Any amount in excess of £5,000 for Any One Claim.2 Legal Expenses arising from or relating to<ol style="list-style-type: none">A) an undisputed debt owed to YouB) any licence or franchise agreementsC) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settledD) the letting or tenancy of PropertyE) any computer software or hardware that has been tailored by or on behalf of a supplier or YouF) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any PropertyG) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.H) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.

Extensions to Cover

THIS INSURANCE ALSO COVERS

WHAT IS COVERED		WHAT IS NOT COVERED	
<div><div>1</div><div>Jury Service Allowance</div><div>The loss of income, salary or wages of any Insured Person in respect of that person's obligation to attend Court for jury service insofar as it is not recoverable from the relevant Court</div><div>provided that such attendance commences during the Period of Insurance and within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</div><div>Limit of Indemnity - £150 per person per day.</div></div>			
<div><div>2</div><div>Witness Attendance Allowance</div><div>The actual loss of earnings incurred when any Insured Person is absent from work attending Court as</div><div>A) a witness for You at the request of the Appointed Representative</div><div>or</div><div>B) a defendant</div><div>provided that a claim has been admitted under 'What is covered'.</div><div>Limit of Indemnity - £150 per person per day.</div></div>		<div><div>1</div><div>Any amount in excess of £10,000 in any one Period of Insurance.</div></div>	
		<div>THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF ALL SECTIONS AND EXTENSIONS)</div> <div>Legal Expenses in respect of</div> <div><div>1</div><div>any matter to which Our Administrator has not given their written consent</div></div> <div><div>2</div><div>the defence of any civil Legal Proceedings made or brought against You arising from any actual or alleged</div><div>A) death, bodily injury, disease or illness of any person</div><div>B) Damage to any Property including loss of use of such Property</div></div>	

WHAT IS COVERED

WHAT IS NOT COVERED

C) breach of any professional duty

D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation

3 any non-contentious matters

4 any fees that are in excess of the Standard Legal Expenses where You have nominated Your own representative to act as the Appointed Representative

5 any Legal Proceedings brought or transferred outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or Legal Expenses incurred outside such territories

6 any Legal Proceedings where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial valuation of Your claim

7 any Legal Proceedings for which You are covered or entitled to be covered under any other insurance policy or any policy which You are required to hold by law

8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this Policy and which You knew (or ought reasonably to have known) was likely to give rise to Legal Proceedings

9 any Legal Proceedings arising from

A) Your intentional wrongdoing

B) an act or omission with reckless disregard as to its consequences

10 any dispute between You and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at Your request

11 damages, fines or penalties of any nature incurred by You in Legal Proceedings

WHAT IS COVERED

WHAT IS NOT COVERED

- 12 any VAT attaching to Legal Expenses incurred with Our Administrator's consent which is recoverable by You
- 13 the defence of any Legal Proceedings arising from or relating to Your actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended
- 14 the pursuit or defence of any action alleging defamation or malicious falsehood
- 15 the pursuit or defence of any Legal Proceedings relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information
- 16 the pursuit or defence of Legal Proceedings between You and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law
- 17 an application for judicial review
- 18 the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind
- 19 any Legal Proceedings arising directly or indirectly from
 - A) the transmission or impact of any Virus
 - B) Failure of a Systembut this does not apply to any claim relating to compensation for bodily injury
- 20 any Legal Proceedings directly or indirectly caused by or contributed to or arising from
 - A) ionising radiations or contamination by radioactivity from an irradiated 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.

Legal Expenses Insurance – how We settle claims

We will pay the amount of Legal Expenses arising from any Legal Proceedings covered by this Insurance that

A) are notified to Us during the Period of Insurance

and

B) arise from the conduct of Your Business

and

C) are made by or brought against You or any other Insured Person, within the jurisdiction of a Court within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay You a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the Legal Expenses. Such a decision will be entirely at Our Administrator's discretion and will be in full and final settlement of Your claim.

In circumstances where Our Administrator has chosen a representative to act on Your behalf as detailed in Requirement 4 A) We will pay Legal Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where You have chosen Your own Appointed Representative

- i) any Legal Expenses incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and the claim is covered under all other terms and conditions of this Insurance
- ii) We will not pay more than Standard Legal Expenses.

Acts of Parliament

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Requirements which You must comply with to benefit from cover under this Insurance

1 Notification of Claims

It is a requirement of this Insurance that You must notify Us in writing immediately You are aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving You. We will pass notification to Our Administrator who will then administer claims settlement.

Where such notification has been given We agree to treat any subsequent Legal Proceedings in respect of the circumstances notified as though the Legal Proceedings had been made or brought during the Period of Insurance.

If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal You must immediately forward it to Our Administrator with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 28 days statutory time limit this must be done immediately.

Failure to comply with this Special Procedure may result in Us not paying Your Legal Expenses claim.

2 Consent

Our Administrator's consent to pay Legal Expenses must be obtained in writing. Legal Expenses incurred before such consent is given will not be covered.

Consent will be given if You can satisfy Our Administrator that

A) there are reasonable prospects of successfully pursuing or defending the Legal Proceedings

and

B) it is reasonable in all the specific circumstances of the case for Legal Expenses to be provided.

The decision to grant consent will take into account the advice of Your Appointed Representative as well as that of Our Administrator's own advisers. Our Administrator may require, at Your expense, an opinion of Counsel on the merits of the Legal Proceedings. If the claim is subsequently admitted Your costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of Legal Proceedings You no longer satisfy requirements 2 A) and B) above We may discontinue cover in respect of this claim.

If You decide to commence or continue Legal Proceedings for which Our Administrator has denied support under 2 A) above and You are successful, We will pay Legal Expenses as if Our Administrator had given their consent in the first instance.

3 Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that You must take all reasonable measures to minimise the risk or likelihood of claims and the cost of Legal Proceedings. This includes, but is not limited to, You and Your agent or Appointed Representative complying with any pre-action protocol, costs protocol or other protocol that applies to any Legal Proceedings which form the basis of a claim under this Insurance.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.

4 Conduct of Legal Proceedings

A) Nomination of the Appointed Representative

- i) In respect of any claim where We may be liable to pay an award of compensation under Section 1 or Section 5 Our Administrator has the right to choose the Appointed Representative.
- ii) In respect of all other claims covered by this Insurance

At the point where Court papers need to be issued or have been received or where there is a conflict of interest You are free to choose a suitably qualified Appointed Representative.

Where You have selected an Appointed Representative of Your own choice We will only pay Standard Legal Expenses. Any amount in excess of Standard Legal Expenses will be Your own responsibility.

In selecting the Appointed Representative You have a duty to minimise the cost of Legal Proceedings.

If Your choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case We will not pay for this work to be done.

If there is any disagreement as to whether Legal Proceedings are necessary You can take the matter to an independent arbitrator as detailed in Requirement 4 J).

- iii) In the period before Our Administrator agrees that Legal Proceedings are necessary Our Administrator reserves the right to seek to obtain a settlement on Your behalf. The settlement will be subject to Your agreement which You will not unreasonably refuse.

Any representative is appointed in Your name to act for You.

B) All information to be given to the Appointed Representative

The Appointed Representative must be given 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. You must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. You owe the same obligations to Our Administrator as to the Appointed Representative.

C) Access to the Appointed Representative

Our Administrator is entitled to obtain from Your Appointed Representative any information, document or advice relating to a claim under this Insurance whether or not privileged. On request You will give any instructions necessary to ensure such access.

D) Instruction of counsel or appointment of expert witnesses

If the Appointed Representative wishes to instruct counsel or appoint expert witnesses Our Administrator will not unreasonably withhold their consent. The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

E) Claims below the small claims track limit

Where a claim for Legal Expenses is unlikely to exceed the small claims track limit Our Administrator may carry out their own investigation and may attempt to negotiate a settlement. You will not unreasonably withhold agreement to any such settlement.

F) Offer of settlement

You must inform Our Administrator in writing as soon as an offer to settle Legal Proceedings is received or a payment into Court is made. You will not unreasonably withhold consent to the Appointed Representative making an offer to settle the Legal Proceedings.

You must not enter or offer to enter into any agreement to settle without Our Administrator's prior written consent. Any such agreement must take into account Our interest in the recovery of costs.

If You unreasonably withhold agreement to a settlement Our Administrator reserves the right to withdraw Our support.

G) Withdrawal by You

Where We have provided cover for Legal Expenses and You withdraw from the Legal Proceedings without Our Administrator's agreement We shall be entitled to reimbursement for all Legal Expenses paid.

H) Payment of legal expenses

All bills relating to any Legal Proceedings which You receive from the Appointed Representative should be forwarded to Our Administrator without undue delay.

Bills must be certified by You to the effect that the charges have been properly incurred and that Our Administrator is authorised to settle on Your behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested You must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or Court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any Legal Expenses does not imply that all Legal Expenses will be paid. If You are in doubt Our Administrator should be consulted.

You must not, without Our Administrator's written consent, enter into any agreement with the Appointed Representative as to the payment of Legal Expenses.

I) Recovery of costs and expenses

You, through the Appointed Representative, will be responsible for the repayment to Us of any

i) awards of costs in favour of You

or

ii) costs agreed to be paid to You as part of any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity You and We will share any Legal Expenses that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the Limit of Indemnity You and We will have priority over any other parties with an interest in any costs recovery. You and We shall share such recovery according to the proportion paid, subject to Our right of recovery being restricted to the Limit of Indemnity.

J) Arbitration

Any dispute between You and Us in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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

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

If the decision is made in Our favour Your costs shall not be recoverable under this Insurance.

5 Appeal Procedure

Our Administrator's consent must be obtained if You wish to appeal against the judgment of a Court. A written application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal. Our Administrator will inform You of their decision.

You must co-operate in an appeal against the judgment of a Court at Our Administrator's request.

6 Record Keeping

It is a requirement of this Insurance that You must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses 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 Making a Claim

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

- A) tell Us as soon as reasonably practicable and no later than
 - i) 30 days of Your becoming aware of the Event or occurrence
 - or
 - ii) 7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsprovide Us with all information and help We reasonably require in respect of the claim and where requested by Us and at Your expense, written details containing as much information as possible on the Event, Damage, accident or Injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of Damage caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the Business
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent
- E) pass to Us immediately, unanswered, all communications from third parties in relation to any Event which may result in a claim under this Policy
- F) tell Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document You receive in relation to any such matter
- G) provide Us with such books of account or other business books or documents or such proofs as may reasonably be required by Us for investigating or verifying the claim
- H) provide to Us (if required) a statutory declaration of the truth of the claims and any related matter
- I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide Us at Your expense with all detailed particulars, certificates and evidence required by Us. Any Insured Person covered under these Insurances shall, as often as required by Us, submit to medical examination at Our expense in connection with any claim.

Failure to comply with any of these conditions may result in Us not paying Your claim.

2 Our Control Of Claims

We will be entitled

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

- B) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any Event insured by this Policy. You will give all information and assistance reasonably required
- C) to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably practicable but You will not be entitled to abandon any property to Us
- D) at Our option to repair or replace the property or any part of the property for which We may be liable under this Policy, provided that We will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Other Insurance

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

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

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

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

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

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

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

Policy Conditions

1 Alteration of Risk

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

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

during the Period of Insurance of this Policy.

2 Change of Status

This Policy shall be automatically terminated if and when

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

3 Cancelling the Policy

You may cancel this Policy by informing Us in writing, and cancellation will be effective from the date of receipt of Your instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to Us.

We may cancel this Policy by sending 14 days written notice to Your last known address.

In the event of cancellation, We will refund the premium You paid for the rest of the insurance period. We will do this only if You have not made a claim during the Period of Insurance.

4 Cancellation of Your Fixed Sum Loan Agreement

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

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

5 Contracts (Rights of Third Parties) Act 1999

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

6 Law Applicable

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

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

7 Observance of Terms

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

8 Our Liability

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

For all purposes, including, but not limited to the application of sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in 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.

9 Reasonable Precautions

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

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

10 Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction 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 the Policy is cancelled We will give You a full refund of premium for any unexpired period of cover. We will do this only if You have not made a claim during the Period of Insurance.

11 Asbestos

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

Failure to comply with any of these requirements may result in Us not paying Your claim.

Definitions – Words with special meanings

Accident

A sudden unexpected unforeseen and identifiable Incident.

Administrator

A third party provider appointed by Us to administer claims in respect of Legal Expenses Insurance on Our behalf.

Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship.

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by You or by others trading under Your name for use in the manufacture, repair, operation, maintenance or use of any aircraft 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.

Any One Claim

All Legal Proceedings (including any appeal against judgment) arising from or relating to the same Event.

Appointed Representative

A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for You in accordance with the terms and conditions of Legal Expenses Insurance.

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

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

Business

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

- 1 ownership, repair and maintenance of Your own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
- 3 fire and security services maintained solely for the protection of premises which You own or occupy
- 4 private work undertaken by any Person Employed for any of Your directors, partners or Employees with Your prior consent
- 5 attendance at or participation in Exhibitions by any Employee or director in connection with their employment

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

Business Premises

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

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 Systems Records

All current and backup computer records (excluding fixed disks and paper records of any kind) incorporating stored 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.

Damage

Accidental loss, destruction or damage.

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

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 of networks or network services or network connectivity or information systems.

The Definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Disablement

In respect of Personal Injury (Robbery) under Money Insurance

- as detailed in Benefits 2 to 4.

In respect of Personal Accident Insurance

- as detailed in Benefits 2 to 6.

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.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your Business activities.

General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents excluding Computer Equipment, Ancillary Equipment, Computer Systems Records, Money, Deeds and Documents and Artwork and Transparencies
- patterns, models, moulds, plans and designs
- directors', partners' and Employees' personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person
 - but any cover granted under this Insurance for Damage by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, Money and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which You are responsible and which are securely fixed to the external structure of the Building
- Glass, sanitary ware, neon and illuminated signs and electric light fittings
- wines, spirits, tobacco and cigarettes held for entertainment purposes
- travel agents brochures, promotional materials and leaflets
- pictures, paintings, sculptures and other artworks including limited edition prints, stamp collections, articles of precious metal or jewellery not exceeding a value in total of £5,000.

Glass

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

Goods

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

Great Britain

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

Gross 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 to any computer or other equipment or component or system or item which processes stores or retrieves data 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)

- Bodily injury, death, disease or illness.

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

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

Insured Person (not applicable to Personal Accident Insurance)

You or Your directors, partners or Employees.

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 Fees

Any fees and disbursements reasonably and properly incurred by the Appointed Representative or by Our Administrator in connection with any Legal Proceedings.

Where You have chosen Your own Appointed Representative We will not pay more than Standard Legal Expenses.

2 Costs

Any costs payable by You following

A) an award of costs by any Court

or

B) an out-of-court settlement made in connection with any Legal Proceedings. You must have obtained Our Administrator's agreement to any such settlement in accordance with Requirement 4 F).

3 Basic and Compensatory Awards (in respect of Section 1 of Legal Expenses Insurance)

- A) A basic or compensatory award of compensation which You must pay as a result of judgment in a dispute under employment legislation
- or
- B) an out-of-court settlement of a claim under 3 A) above to which Our Administrator has given their prior written consent.

4 Data Protection Awards (in respect of Section 5 of Legal Expenses Insurance)

- A) An award of compensation made against You under Section 13 of the Data Protection Act 1998
- or
- B) an out-of-court settlement of a claim under 4 A) above to which Our Administrator has given their prior written consent.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

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 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.

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

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-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.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Nuclear Installation (Terrorism Insurance)

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

- 1 the production or use of atomic energy or
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- 3 the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor (Terrorism Insurance)

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

Offshore

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

Operative Time

1 24 hour

At any time.

2 Employment Only

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

or

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

or

C) At any time while travelling on Your Business.

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

3 Employment including Commuting

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

or

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

or

C) At any time while travelling on Your Business.

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

Outstanding Debit Balances

The total recorded under Duplicate Records (as detailed in 'Requirements which You must comply with to minimise loss') 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.


Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the Schedule and any other period for which We accept Your Premium.

Period of Rent

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

Person Employed

- 1 Employee
 - 2 labour master and individuals supplied by him
 - 3 individual employed by labour only sub-contractors
 - 4 self-employed individual (not being in partnership with You)
 - 5 individual hired to or borrowed by You
 - 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 information made by means of misrepresentation or deception.

Policy

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

Premises

The address as shown in the Schedule.

Private Individual (Terrorism Insurance)

Any person other than

- 1 a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- 2 a person who owns Residential Property for the purpose of their business as a sole trader.

This definition only applies to Property held in trust or as part of a sole trader's business and not their private residence(s).

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

Property

Material Property but shall not include Data.

Property Insured

Buildings	}	at the Premises including within the open yards forming part of the Premises (subject to any specific exclusions)
Shop Front		
Tenant's Improvements		
General Contents		
Other Property (excluding Computer Equipment, Ancillary Equipment and Computer Systems Records)		
Computer Equipment	}	at the Premises including within the open yards forming part of the Premises and anywhere in the world whilst temporarily away from the Premises unless otherwise stated in the Schedule (subject to any specific exclusions)
Ancillary Equipment		
Computer Systems Records		

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

- Property which is more specifically insured
- Unless specifically notified and accepted by Us as insured
 - 1) Property in transit
 - 2) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft
 - 3) land, piers, jetties, bridges, culverts and excavations
 - 4) livestock, growing crops and trees
 - 5) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
 - 6) overhead transmission lines.

Rent

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

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.

Standard Legal Expenses

The usual fees that would be incurred by Us in nominating Our Administrator's choice of Appointed Representative.

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.

System

Computers, other computing and electronic equipment linked to a computer hardware electronic Data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

Tenant's Improvements

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

Territorial Limits

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

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.

Unspecified Equipment

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

Virus (not applicable to Terrorism Insurance)

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Virus or Similar Mechanism (Terrorism Insurance only)

Any program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files 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.

Water Table Level

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

We/Us/Our

Royal & Sun Alliance Insurance plc
St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

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/Yourself

The Policyholder shown in the Schedule.

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At MORE TH>N we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the Customer Service Line number shown on your cover letter. If your complaint relates to a claim then please call the claims helpline number shown on the inside of your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: MORE TH>N
Customer Relations Team
P.O. Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

How We Use Your Information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

Who We are

MORE TH>N BUSINESS is a trading style of Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'Owe' 'Ôus' and 'Ôour' refers to the Group unless otherwise stated.

How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact Us electronically, We may collect Your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

We may use and share Your information with other members of the Group to help Us and them

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop Our services, systems and relationships with You
- Understand Our customers' requirements
- Develop and test products and services.

We do not disclose Your information to anyone outside the Group except

- Where We have Your permission, or
- Where We are required or permitted to do so by law, or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You, or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your Policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

How to contact Us

On payment of a small fee You are entitled to receive a copy of the information We hold about You. If You have any questions or You would like to find out more about this notice You can write to

Data Protection Liaison Officer
Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

Employers' Liability Tracing Office

Certain information relating to Your Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your Policy data in this way and for these purposes.

www.morethanbusiness.com



MORE TH>N BUSINESS is a trading style of Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded and monitored.

R00771D (11-16)