Business Combined

Policy Wording

Welcome to Intact Insurance

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

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

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

Thank you for choosing us.

Contents

About Your Policy

Your Policy:

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

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

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

Throughout Your Policy any:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either **Your** ordinary residence or location of the risk insured. This is provided that such jurisdiction is within the territorial scope of the **Policy**;
- references to any Act or law including any rule, order, regulation or other similar instrument made under it shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- headings in this **Policy** are for ease of reference only and do not affect the meaning of what follows;
- words that have specific meaning are both **Bold** and Capitalised and accompanied by a General or Section specific definition.

Your Policy Schedule:

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

Please read Your documents carefully

Please contact **Your** broker If there are any parts of **Your Policy** of which **You** are uncertain, or that **You** believe to be incorrect.

Contacting Us

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

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

Email: customerrelations@intactinsurance.co.uk

Navigating Your Policy

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

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

Operation of Your Policy

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

What You are covered for

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

General Exclusions and General Conditions

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

Making a Claim

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

Your Duty of Fair Presentation

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

Payment of Premium

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

Cancellation

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

Your Personal Information

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

Making a Complaint

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

Customer Care Services & Helplines

Claims Helpline

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

Emergency Repairs

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

Catastrophe 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.

24-hour Claims Helpline	**0345 300 4006**
Please quote Your Policy Number which can be found on Your Schedule	

Legal Expenses

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

Advice Lines

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

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

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

Making a Claim – Notification

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

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

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

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

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

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

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

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

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

Making a Claim

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

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

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

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

Making a Claim – Claims Conditions

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

Applicable to the whole **Policy** unless otherwise stated:

1 Action by You

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

A) notify **Us** as soon as reasonably possible;

B) notify **Us** within 14 days in the case of loss, destruction or **Damage**, caused by Riot;

C) carry out and permit to be taken any action which may be reasonably possible to prevent further **Damage** and to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss;

D) within 30 days after the circumstances or event or of the expiry of the **Indemnity Period** or such further time as **We** may allow, and at **Your** own expense, deliver to **Us**:

- i) full information in writing of the claim;
- ii) details of any other insurance relating to the claim;
- iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by **Your** professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details;
- iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.

E) in respect of Liability Insurance:

- i) every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to **Us** immediately upon receipt;
- ii) **You** shall tell **Us** immediately of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this **Policy**.

F) in respect of Money Insurance – Section 2 Personal Injury (Robbery) and Personal Accident Insurance provide all medical certificates, reports, information and evidence required by **Us** to substantiate that claim. Refer to the Evidence Required Condition under each section for full details.

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

2 Arbitration (not applicable to Legal Expenses Insurance, Liability Insurance, Loss of Liquor Licence Insurance or Personal Injury (Robbery) under Money Insurance)

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

3 Our Rights (applicable only to Liability Insurance)

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of **You** without **Our** written consent which shall be entitled to take over the absolute control of and conduct in **Your** name the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in **Your** name for **Your** own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

Your Duty of Fair Presentation

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

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

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

Your obligation to disclose material changes that alter the risk during the Period of Insurance

If during the **Period of Insurance** there is a change in the particular circumstances of **Your Business** which might:

1 materially alter the risks against which **You** have insured; or

2 increase the likelihood of a claim under this **Policy**,

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

What do We mean by 'Material Information'?

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

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

Breach of Duty and how that may impact You

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

Underinsurance

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

The value **You** declare determines the amount **You** receive in the event of a claim and forms part of the premium calculation.

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

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

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

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

Fair Presentation of a claim

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

1 deliberately or recklessly conceal from **Us** any information which **You** know or ought to know might be material to **Our** consideration of any claim;

2 provide **Us** with information, which **You** know to be false in respect of the cause of the loss or the losses that **You** are claiming for;

3 use fraudulent means or devices, including suppressing a known defence to **Our** liability,

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

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

A) terminate the cover provided by all sections of this **Policy** with effect from the date that such information was provided;

B) recover any sums paid to **You** in respect of losses occurring on or after the date that such information was provided; and

C) retain any and all premium **You** have paid.

Payment of Premium

Our Agreement

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

Premium Adjustments for Alteration of Risk

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

1 **You** shall be required to pay us any appropriate additional premium due where the risk is increased.

2 **We** shall return any premium due back to **You** where the risk is reduced.

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

Instalments Defaults

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

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

Premium Adjustment Condition

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

Cancellation

1 Our right to cancel this Policy

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

A) may cancel this **Policy** by giving 30 (thirty) days' written notice to either **Your** broker or **Your** last known address. **We** will refund any premium due of the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid. **We** will only do this if **You** have not made a claim during the **Period of Insurance** and the amount to be refunded is greater than £25.

B) will cancel this **Policy** with immediate effect and without notice if **You**:

i) cancel any credit agreement relating to this **Policy** and then fail to pay **Us** immediately the full amount of the premium; or

ii) fail to take the action specified in any default notice issued by **Us** before the date shown in it or fail to pay the first or any other subsequent instalments of premium.

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

2 Your right to cancel this Policy

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

A) **You** have not made any claims; and

B) there are no notifiable incidents or claims,

in the current **Period of Insurance.**

Operation of Your Policy

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**.

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

Law Applicable to this Policy

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

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

Other Insurance

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

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

Sanctions

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

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

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

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

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

Property Damage Insurance and Business Interruption Insurance

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

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

1 in respect of Property Damage Insurance, the amount of loss or at **Our** option reinstate, repair or replace such **Property**;

2 in respect of Business Interruption Insurance, the amount of loss resulting from the interruption or interference with **Your Business** at the **Premises** caused by the **Damage**,

provided that:

A) **Our** liability in the **Period of Insurance** shall not exceed in the whole the total **Sum Insured** or in respect of any item its **Sum Insured** or any other stated limit of liability;

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

Property Damage and Business Interruption Covers

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

Cover

1 A) **Fire** (including smoke) excluding **Damage**:

i) by explosion resulting from fire;

ii) to **Property** caused by its undergoing any process involving the application of heat.

B) Explosion excluding **Damage** caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only, but this shall not exclude:

i) in respect of Property Damage Insurance, **Damage** caused by explosion of:

a) any boiler;

b) gas,

used for domestic purposes only,

ii) in respect of Business Interruption Insurance, **Damage** caused by the bursting of any vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only but shall not exclude explosion of:

a) any boiler used for domestic purposes only or of any other boiler or economiser on the **Premises**;

b) gas used for domestic purposes only.

C) **Lightning**;

D) **Aircraft** or other aerial devices or articles dropped there from.

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

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

A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority;

B) arising from cessation of work;

C) i) in the course of theft or attempted theft;

ii) in respect of any **Building** which is **Unoccupied** for over 45 consecutive days,

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

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

A) attributable solely to change in the water table level (the level below which the ground is completely saturated with water);

B) caused by frost, **Subsidence**, **Ground Heave** or **Landslip**;

C) to fences, gates and moveable **Property** out in the open.

5 **Escape of water**, beverages or oil from any tank, apparatus, pipe or appliance

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

B) **Damage** in respect of any **Building** which is **Unoccupied** for over 45 consecutive days;

C) the cost of replacing the oil.

6 **Impact** by:

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

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

C) an animal; or

D) collapse or breakage of television or radio receiving aerials or satellite dishes.

7 **Sprinkler Leakage**

The accidental escape of water from any automatic sprinkler installation excluding **Damage**:

A) by freezing in any **Building** which is **Unoccupied** for over 45 consecutive days;

B) by heat caused by fire.

8 **Theft** (which shall be deemed to include attempted theft) excluding **Damage**:

A) which does not involve:

i) entry to or exit from that part of the **Building** occupied by **You** for the purpose of the **Business** by forcible and violent means; or

ii) actual or threatened assault or violence,

other than **Damage** to closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes belonging to **You** or for which **You** are responsible and which are securely fixed to the external structure of the **Buildings**;

B) to any part of the **Building** not occupied by **You** for the purpose of the **Business**;

C) to moveable **Property** in the open or **Property** from any outbuilding;

D) to **Property** in transit;

E) to **Money** and securities of any description;

F) in excess of £10,000 any for one loss for **Damage** to lead. **Damage** to lead will only apply where **Buildings** are shown as Included on the **Schedule**;

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

9 **Subsidence, Ground Heave or Landslip** excluding **Damage**:

A) arising from the settlement or movement of made-up ground or by coastal or erosion by any water course;

B) occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**;

C) arising from normal settlement or bedding down of new structures;

D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a **Building** insured under this **Policy** is also affected;

E) commencing prior to the granting of cover under this **Policy**.

10 **Falling trees or their branches** excluding **Damage** caused by felling or lopping by **You** or on **Your** behalf.

11 **Glass**

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

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

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

Excluding **Damage**:

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

B) while the **Premises** are **Unoccupied** for over 45 consecutive days;

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

12 Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus excluding:

A) the cost of replacing the alcoholic and soft drinks;

B) leakage of bottled stock.

13 **Any other accident** excluding **Damage**:

A) by any of:

i) the **Covers**;

ii) the causes expressly excluded from the **Covers** specified in Covers 1-12 or 14 (whether or not insured).

B) to any **Property** caused by:

i) its own faulty or defective design or materials;

ii) inherent vice, latent defect, gradual deterioration, wear and tear;

iii) faulty or defective workmanship, operational error or omission on the part of **You** or any **Employees**, but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded.

C) caused by:

i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **Vermin** or insects;

ii) change in temperature, colour, flavour, texture or finish;

iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any connected range of steam and feed piping;

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

v) or consisting of the freezing, solidification or inadvertent escape of molten metal, but this shall not exclude:

a) such **Damage** which itself results from other **Damage** and is not otherwise excluded;

b) subsequent **Damage** which itself results from a cause not otherwise excluded.

vi) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;

vii) in respect of Business Interruption Insurance, erasure or distortion of information on computer systems or other records:

a) whilst mounted in or on any machine or data, processing apparatus; or

b) due to the presence of magnetic flux,

unless caused by **Damage** to the machine or apparatus in which the records are mounted.

D) to:

i) a **Building** caused by its own collapse or cracking;

ii) moveable **Property** in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust;

iii) **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;

iv) **Property** in transit;

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

vi) land, piers, jetties, bridges, culverts and excavations;

vii) livestock, growing crops and trees;

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

ix) overhead transmission lines;

x) **Property** in transit other than **Computer Equipment**, **Ancillary Equipment** and **Computer System Records**;

xi) **Computer Equipment**, **Ancillary Equipment** or **Computer System Records** in transit unless it is in the custody of **Your** director, principal, partner or **Employee**;

xii) **Money** or securities of any description.

E) in respect of any **Building** which is **Unoccupied** for over 45 consecutive days.

14 **Computer Breakdown**

Cover 14 only applies if 'Computer Breakdown' is shown as Included in the Schedule

Mechanical or electrical breakdown or derangement in respect of **Computer Equipment** or **Ancillary Equipment** excluding **Damage**:

A) by any of the **Covers** 1-13 or the exclusions shown under each of these **Covers** (whether insured or not);

B) 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 any **Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Cover**;

C) to **Computer Equipment** or **Ancillary Equipment** in the open;

D) 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 **Computer Equipmen**t or **Ancillary Equipment**;

E) to **Computer Equipment** or **Ancillary Equipment** resulting from:

i) its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;

ii) pollution or contamination;

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

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

Extensions to Cover 14

1 **Additional Rental Cost of Computer Equipment or Ancillary Equipment**

Following **Damage** to **Computer Equipment** and **Ancillary Equipment** the additional rental cost incurred by **You** which is necessary to replace any existing rental, lease or hire agreement in respect of the **Damaged Property**. The limit of liability being £7,500 any one loss.

2 **Incompatibility of Computer System Records**

A) The cost of modifying the **Computer Equipment**; or

B) The cost of replacing **Computer System Records** and the cost of reinstating programmes or the information on them whichever is the less following **Damage** which has resulted in **Computer Equipment** which has not suffered **Damage** being incompatible with any replacement **Computer Equipment**. The limit of liability being £10,000.

3 **Accidental Discharge of Gas Flooding Systems**

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the **Computer Equipment** and **Ancillary Equipment** following accidental discharge excluding any cost directly incurred as a result of the gas flooding system being installed, commissioned or tested. The limit of liability being £10,000.

Requirements which You must comply with to prevent loss or Damage

Residual Breakdown

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

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

Computer System Records

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

1 back-up information is taken and verified at least once every 24 hours and is:

A) maintained at a location other than the **Premises**; or

B) stored in a fireproof safe or fireproof cabinet on the **Premises** with a verified copy taken and stored at a location other than the **Premises** at least once every seven days;

2 written and enforced **Data** protection, system security and virus protection procedures are in place for **Employees** with access to **Data**;

3 at least one verified copy and up to date set of software programmes is maintained at a location other than the **Premises**.

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

Property Damage – The Insurance Provided

In respect of Buildings, Tenants' Improvements, General Contents, Computer Equipment and Ancillary Equipment

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

We will pay:

1 in respect of **Buildings**, **Tenants' Improvements** and **General Contents**, the **cost of reinstatement** being where the **Property** has:

- A) been destroyed the cost of rebuilding or in the case of **General Contents** the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing);
- B) been **Damaged** the cost of repairing or restoring the **Damaged** portions to a condition substantially the same as but not better or more extensive than its condition when new.

2 in respect of **Computer Equipment** and **Ancillary Equipmen**t, the **cost of reinstatement** being:

- A) where the **Computer Equipmen**t and **Ancillary Equipment** 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.

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

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

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

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

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

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

We will not pay for any costs or expenses:

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

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

6 in respect of **Computer Equipment** and **Ancillary Equipment** the cost **You** necessarily incur to reinstate programmes and information onto fixed discs.

7 Emergency Service Damage

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 Covers 1 to 13 of this Insurance.

Our maximum liability under this Extension in respect of any one event of such **Damage** will not exceed £25,000 any one loss.

We will not be liable for the failure of any plant to germinate or propagate following replacement under this extension.

8 Outside Catering

The insurance by this Section is extended to include **Damage** to catering equipment and **Stock** in Trade caused by an insured **Contingency** and occurring in any building where **You** are providing outside catering up to a limit of £1,000 any one claim.

Our rights against persons using Computer Equipment and 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** permission to use the items;

2 is subject to the terms and conditions of this **Policy** as they apply to **You**.

Underinsurance in respect of Buildings, Tenants' Improvements, General Contents, Computer Equipment and Ancillary Equipment

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

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

Insurable Amount is the total of the above Costs 1, 2, 3 and 4 in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

In respect of documents, manuscripts, business books and Computer System Records We will pay:

1 the value of the materials as stationery;

2 the clerical labour and computer time expended in reproducing or writing up 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 and subject to **Our** liability not exceeding the limit stated in the definition of **General Contents** in respect to documents, manuscripts and business books or in respect to **Computer System Records** the **Sum Insured** shown on the **Schedule**.

In respect of Data Processing Media We will pay:

the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-ups or from originals of a previous generation but this shall not include research and engineering nor any costs of recreating gathering or assembling the **Data** or the value of such **Data** to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

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

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

In respect of Stock, Stock in the open (where shown as Included on the Schedule) and other insured Property not specifically provided for We will pay:

the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of removing debris as defined in cost 4.

The undernoted provisions apply:

1 **Contract Price**

In respect only of goods sold but not delivered, for which **You** are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any **Damage** insured under this **Policy** either wholly or to the extent of the **Damage Our** liability shall be based on the contract price.

2 **Underinsurance in respect of Stock**

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

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

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

In respect of Rent of Buildings which suffer Damage We will pay:

1 **Rent payable by You**:

the amount of **Rent** which continues to be payable by **You** in respect of the **Building** or portions of the **Building** whilst unfit for occupation in consequence of the **Damage** for a period not exceeding the maximum **Indemnity Period** as stated in the **Schedule**.

2 **Rent Receivable by You**:

the amount by which the **Rent** receivable by **You** during the period stated in the **Schedule** shall in consequence of the **Damage** fall short of the rent which would have been received during the period had the **Damage** not occurred; and

A) the additional expenditure necessarily and reasonably incurred, for the sole purpose of avoiding or diminishing the shortfall in rent, which but for that expenditure would have taken place during the period stated in the **Schedule** in consequence of the **Damage** but not exceeding the total of:

i) the amount of the loss of rent thereby avoided; plus

ii) 5% of the **Sum Insured** by the item (but not more than £250,000),

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

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

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

Underinsurance in respect of Rent (applicable to 1 and 2 above)

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

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

Insurable Amount shall mean:

1 in respect of rent payable:

the annual rent payable;

2 in respect of rent receivable:

the annual rent receivable,

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.

Business Interruption Insurance – The Insurance Provided

Item on Gross Profit or Estimated Gross Profit

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

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

1 in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** in consequence of the **Damage**;

2 in respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the total of:

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

B) 5% of the **Sum Insured** by the item (but not more than £250,000).

Item on Gross Revenue, Estimated Gross Revenue or Estimated Gross Fees

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

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

1 in respect of **Loss of Gross Revenue** or **Gross Fees**

the amount by which the **Gross Revenue** or **Gross Fees** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** or **Standard Gross** Fees in consequence of the **Damage**;

2 in respect of **Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** or **Gross Fees** which but for that expenditure would have taken place during the Indemnity **Period** in consequence of the **Damage** but not exceeding the total of:

A) the amount of the reduction in **Gross Revenue** or **Gross Fee**s thereby avoided; plus

B) 5% of the **Sum Insured** by the item (but not more than £250,000).

Item on Additional Increased Cost of Working (unless shown as Not Included in the Schedule)

If **Damage** by any **Cover** under this Insurance occurs:

1 at the **Premises** to **Property Insured** by **You** for the purpose of the **Business**; or

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, with **Our** consent, in minimising the interruption or interference with the **Business** during the **Indemnity Period**.

Underinsurance in respect of Business Interruption

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

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

The **Insurable Amount** is the **Gross Profit**, **Gross Revenue** or **Gross Fees** which would have been earned in the 12 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 Profit**, **Gross Revenue** or **Gross Fees** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds 12 months).

Notes

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.

Extensions to Business Interruption Insurance

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

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

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

1 **Loss at Suppliers' Premises or Customers' Premises**

Damage by any of the insured **Covers** 1-13 to any suppliers' or customers' premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, excluding any amount in excess of 10% of the **Gross Profit**, **Gross Revenue** or **Gross Fees Sum Insured** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

2 **Loss at Specified Suppliers' Premises or Customers' Premises**

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

Damage by:

A) any of the insured **Covers** 1-13 to the suppliers' or customers' premises as specified in the **Schedule** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

B) fire to suppliers' or customer's premises within the European Union, as specified in the **Schedule**, excluding:

i) **Damage** by explosion resulting from fire;

ii) **Damage** to property caused by its undergoing any process involving the application of heat;

iii) **Damage** by Earthquake.

The limit of liability being the **Sum Insured** stated in the **Schedule**.

3 **Loss at Storage Sites**

Damage by any of the insured **Covers** 1-13 to any premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not owned by or occupied by **You** but which is used by **You** solely for storage purposes excluding any amount in excess of 10% of the **Gross Profit**, **Gross Revenue** or **Gross Fees Sum Insured** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

4 **Failure of Public Supply**

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

A) electricity at the terminal ends of the supply authority's service feeders at the **Premises**;

B) gas at the supply authority's meters at the **Premises**;

C) water at the supply authority's main stop cock serving the **Premises**,

excluding:

i) any loss that occurred during the first 24 consecutive hours of the **Indemnity Period**;

ii) 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;

iii) any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance;

iv) any loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

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

5 **Specified Disease**

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

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

A) food or drink poisoning arising from food or drink supplied from the **Premises**;

B) the manifestation at the **Premises** of any of the following diseases in a human:

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

Provided that:

A) the maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order of the public authority is complied with;

B) **We** will not under any other section, Extension, coverage or provision of this **Policy**, be subject to any liability:

i) which would not have arisen if this Extension did not apply; or

ii) greater than that for which it would have been liable if this Extension did not apply;

C) in respect of a manifestation at the **Premises** of **Legionellosis** or Legionnaires' disease it is a condition precedent to **Our** liability that at the time of such outbreak at Y**o**ur own **Premises You** shall have been in complete compliance with the Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such noncompliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**;

D) this Extension shall not provide cover in respect of any closure of the **Premises** or part thereof on the order of a public authority caused in whole or in part by a manifestation at the **Premises** of any disease which is part of an outbreak which has been or is or shall be designated or declared to be a pandemic by the World Health Organisation or any person or body undertaking substantially the same function. Once any outbreak of a disease has been so designated or declared then for the purposes of this **Policy** it will be deemed that it was so designated or declared from the commencement of the outbreak;

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

Our maximum limit of liability any one loss and in the aggregate during the **Period of Insurance** for this Extension is £100,000.

6 **Murder and Suicide**

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

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

Our maximum limit of liability any one loss and in the aggregate during the **Period of Insurance** for this Extension is £100,000.

We will not, under any other section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

A) which would not have arisen if this Extension did not apply; or

B) greater than that for which it would have been liable if this Extension did not apply.

7 **Vermin, Pests, Defective Drains and Sanitary Arrangements**

The cover provided by the Business Interruption section of this **Policy** is extended to include loss as a result of the closure of the Premises or part thereof on the order of a public authority caused solely by:

A) the discovery of **Vermin** or pests; or

B) an accident causing defects in the drains or other sanitary arrangements,

at the **Premises**.

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

Our maximum limit of liability any one loss and in the aggregate during the **Period of Insurance** for this Extension is £100,000.

We will not, under any other section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

i) which would not have arisen if this Extension did not apply; or

ii) greater than that for which it would have been liable if this Extension did not apply.

8 **Prevention of Access (Damage)**

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

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

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

We will not, under any other section, **Policy** Extension, cover or provision of this **Policy**, be subject to any liability:

A) which would not have arisen if this Extension did not apply; or

B) greater than that for which it would have been liable if this Extension did not apply.

9 **Prevention of Access (Non-Damage)**

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

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

A) endanger human life; or

B) cause damage to property arising from the:

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

   ii) suspected or actual existence of an explosive device.

Provided that **We** will not be liable for:

A) any loss as insured by this Extension involving an interruption of less than 12 hours continuous duration;

B) any loss during any period other than the actual period where access to the **Premises** was prevented;

C) any prevention of access to the **Premises** as a result of **Damage**, or arising from any cause within **Your** direct control including any non-compliance with a prior order or advice of a public authority;

D) any loss arising directly or indirectly from or in any way connected to;

   i) disease; or

   ii) weather or drought.

E) any loss occurring in Northern Ireland arising from the suspected or actual existence of an explosive device.

No cover is provided under this Extension for any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1,000 metres from the **Premises**.

For the purpose of this Extension only the maximum **Indemnity Period** shall not exceed three months and will apply from the date from which the order of the public authority first prevented access to the **Premises** or part thereof.

The maximum amount payable in the aggregate during one **Period of Insurance** under this Extension is £25,000.

We will not, under any other section, **Policy** Extension, coverage or provision of this **Policy**, be subject to any liability:

A) which would not have arisen if this Extension did not apply; or

B) greater than that for which it would have been liable if this Extension did not apply.

10 **Loss of Attraction**

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

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

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

We will not, under any other section, **Policy** Extension, cover or provision of this **Policy**, be subject to any liability:

A) which would not have arisen if this Extension did not apply; or

B) greater than that for which it would have been liable if this Extension did not apply.

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

11 **Telecommunications System**

The cover provided by the Business Interruption section of this **Policy** is extended to include loss as a result of accidental failure of the telecommunications system serving the **Premises** at the incoming telephone line terminals at the **Premises** excluding:

A) loss as a result of accidental failure of satellite or mobile phone services;

B) loss incurred during the first 24 consecutive hours of the **Indemnity Period**;

C) 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 it's power to withhold or restrict services;

D) any amount in excess of £100,000 after the application of all other terms and conditions of this Insurance;

E) loss as a failure or restriction of the telecommunication system caused by industrial action or strikes;

F) loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunication authority;

G) loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority;

H) loss as a result of use of equipment by **You** which is incorrectly installed or incompatible with the telecommunications system;

I) loss as a result of the inability to access:

i) extranets; or

ii) applications and any services over the internet.

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

12 **Property at Other Locations and In Transit**

The cover provided by the Business Interruption section of this **Policy** is extended to include **Damage** by any insured **Covers** 1-13 to:

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

B) any other **Property Insured** (excluding **Computer Equipment**, **Ancillary Equipment**, **Computer System Records** and vehicles licensed for road use):

i) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within Europe;

ii) in transit by road, rail, air or inland waterway within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,

excluding:

a) loss as a result of **Damage** to the conveying vehicle or craft by impact;

b) any amount in excess of £25,000 for A) and £250,000 for B) in respect of any one loss after the application of all other terms and conditions of this Insurance.

13 **Computer Equipment** and **Ancillary Equipment**

The cover provided by the Business Interruption section of this **Policy** is extended to include accidental failure of the electricity supply in the distribution wiring within the **Premises** in which the **Computer Equipment** or **Ancillary Equipment** is situated excluding:

A) failure which is caused by **Cover** 14;

B) any amount in excess of 10% of the total **Sum Insured** in respect of **Gross Profit**/**Gross Revenue**/**Gross Fees** or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

14 **National Lottery**

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

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

A) **Our** liability under this Extension in total for all claims or series of claims, arising out of any one original cause, will not exceed the **Estimated Gross Profit** or **Estimated Gross Revenue**, **Sum Insured**; and

B) the **Indemnity Period** under this Extension will not exceed 3 months.

Notwithstanding the General Definition of **Employee**, for the purpose of this Extension, **Employee** means:

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

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

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

15 **Essential Personnel**

Loss resulting from interruption to or interference with the **Business** at the **Premises** during the **Period of Insurance** in consequence of the:

A) death of any of **Your Principals**; or

B) total and permanent disablement of any of **Your Principals**, which prevents them from attending to their normal occupation,

occurring during the **Period of Insurance** due to injury caused by accidental and violent means.

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

Provided that **Our** liability under this Extension will not exceed £25,000 in the aggregate and in any one **Period of Insurance**.

For the purposes of this Extension **Principals** means:

Any person who is an owner, partner, company director or trustee, of the **Business**.

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

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

Special Provisions

1 **Alternative Trading**

If during the **Indemnity Period** goods are sold or services rendered other than at the **Premises**, for the benefit of the **Business**, either by **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:

A) **Turnover** (for Item on **Gross Profit**); or

B) **Gross Revenue**/**Gross Fees** during the **Indemnity Period**.

2 **Savings**

If any of the charges or expenses of the **Business** payable out of **Gross Profit**, **Gross Revenue** or **Gross Fees** cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

3 **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 and Claims Conditions of the **Policy** and for reporting that such information is in accordance with **Your** accounts.

4 **Accumulated Stocks**

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in **Turnover** resulting from the **Damage** is postponed due to the **Turnover** being temporarily maintained from accumulated stocks of finished goods.

5 **Payments on Account**

Payments on account may be made during the **Indemnity Period** if required by **You** and agreed by **Us**.

6 **Designation of Property**

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

7 **Salvage Sales**

If, following **Damage** giving rise to a claim under this **Policy**, **You** hold a salvage sale during the **Indemnity Period**, clause A of the insurance provided in respect of any **Business Interruption** item shall read as follows:

A) In respect of reduction in **Turnover**

The sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) falls short of the **Standard Turnover** in consequence of the **Damage** from which the amount shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.

Outstanding Debit Balances

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

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

1 erasure or distortion of information on computer systems or other records:
   - A) due to the presence of a magnetic flux;
   - B) the failure breakdown or malfunction of equipment;
   - C) error in the operating of equipment;
   - D) due to defects in such records;

2 any fraudulent or other criminal act for the purpose of obtaining money from **You** or alteration, manipulation or falsification of records for the purpose of concealing such an act;

3 any bookkeeping, accounting or other errors or omissions;

4 disappearance, misfiling or misplacing of information or any loss only revealed by periodic check or audit;

5 the deliberate act of the public supply undertaking in restricting or withholding electricity supply;

6 wear and tear and gradual deterioration, vermin, rust, damp or mildew; or

7 theft from any unattended vehicle.

The Insurance Provided for Outstanding Debit Balances

Subject to the provision below **We** will pay as indemnity:

1 the difference between:
   - A) the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof;
   - B) the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**; and
   - C) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section,

provided that if the **Sum Insured** stated in the **Schedule** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced.

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

Duplicate Records

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

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

Extension

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

A) temporarily at premises occupied by persons acting on **Your** behalf;

B) in transit in or between Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions to Property Damage Insurance and Business Interruption Insurance

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

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

1 **Additional Metered Utility Charges**

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

The amount payable by **Us** shall be determined by comparing charges made by the suppliers on **Your** account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting **Your** liability for metered charges during such period). **Our** maximum limit of liability any one loss and in the aggregate during any one **Period of Insurance** for this Extension is £25,000.

2 **Automatic Reinstatement after a Loss**

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

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

Provided that:

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

3 **Branded Goods**

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

4 **Buildings, Tenants' Improvements, General Contents, Computer Equipment and Ancillary Equipment – Alterations and Additions**

If, during the **Period of Insurance**, alterations or additions are made to any **Buildings** insured or **Buildings**, **Tenant's Improvements**, **General Contents**, **Computer Equipment** or **Ancillary Equipment** are acquired or constructed, at any **Premises**, covered by this insurance, or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and such additional **Property** is not otherwise insured, it will be held covered under the relative items of this **Policy**, from the time **You** became responsible for it until the next renewal of the **Policy**, when specific insurance shall be effected.

The **Sum Insured** (and **Declared Value**) by each item shall be deemed to be increased for that period only, by the value of the additional **Property Insured**, under the item, but by no more than 10% and subject to **Our** liability not exceeding £1,000,000 in respect of additional **Property** at any one **Premises**.

For newly acquired business the **Sum Insured** shall be no more than 10% and subject to our liability not exceeding £1,000,000 in the aggregate.

5 **Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses**

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

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

The limit of liability being £25,000 per occurrence.

6 **Involuntary Betterment**

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

A) new **Property** that is as similar as possible to that which has suffered **Damage** and that is capable of performing the same function shall be deemed to be new **Property** of like kind and quality and in no event shall this be considered as a betterment to **You**;
B) **We** will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering **Damage** and existing equipment which has not suffered **Damage** at the same or an interdependent location.

Provided that **We** shall:

i) be liable only for the amount sufficient to enable **You** to resume operations in substantially the same manner as before the **Damage**;

ii) be liable only for the difference between the highest sales value of the existing equipment which has not suffered **Damage** at the same or interdependent location and the installed cost of the technologically current equipment. The limit of liability being £50,000.

7 **Landscaped Grounds**

The costs incurred by **You** in consequence of **Damage** to **Property** insured at the **Premises** in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established. The limit of liability being £25,000.

8 **Loss Reduction Expenses and Temporary Repairs**

The costs and expenses incurred by **You** in:

A) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this **Policy**;

B) reducing losses as a result of **Damage** insured under this **Policy**;

C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered **Damage**.

Provided that in respect of A) and B):

i) the imminent **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred;

ii) the costs and expenses incurred did avoid or mitigate the **Damage**;

iii) Our liability shall not exceed the amount of **Damage** thereby avoided.

The limit of liability being £25,000 in total for all claims or series of claims, arising out of any one original cause.

9 **Mitigation of Environmental Impact**

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

Provided that:

A) such additional costs shall include but not be limited to costs incurred in:

i) using sustainable construction materials;

ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies,

B) such costs shall exclude those associated with removing debris.

This Extension includes the additional cost of reinstatement in respect of undamaged portions of **Property** provided that **We** shall not be liable for such additional cost in respect of any **Building** or item of contents that has not suffered **Damage**.

C) **We** shall not be liable for:

i) such additional costs for work already planned by **You** prior to the **Damage**;

ii) more than the limit of liability. The limit of liability being £50,000 or 5% of the total loss, whichever is the lesser amount in any **Period of Insurance**.

10 **Mortgagees and Lessors**

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

11 **Seasonal Increase in Stock**

An increase in the **Sum Insured** on **Stock** for the Amount of Increase and Period(s) of the year shown in the **Schedule**.

12 **Non-invalidation**

The insurance in respect of **Buildings** or parts of **Buildings** not occupied by **You** shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased, unknown to or beyond **Your** control provided that immediately **You** become aware thereof You shall give notice to **Us** and pay an additional premium if required.

13 **Other Interests**

It is agreed that the various parties may have a legal interest in the interests which **You** have insured under this **Policy** and **You** undertake to declare the names, nature and extent of any interest of any such parties at the time of **Damage**.

14 **Property at Other Locations**

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

A) this Extension applies only in so far as the **Property** is not otherwise insured;

B) this Extension applies only to **Damage** occurring within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

C) **Our** liability for any one loss shall not exceed the limit of liability stated below;

limit of liability for any one loss:

i) documents, manuscripts and business books at any location and whilst in transit – the limit stated in the **General Contents** definition excluding **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.

ii) **Stock** (excluding goods held in trust) at any location used by **You** for storage – 10% of the relative **Sum Insured** but in no case exceeding £250,000;

iii) other **Property** (excluding **Computer Equipment**, **Ancillary Equipment**, **Computer System Records** and vehicles licensed for road use) at any location to which the **Property** has been temporarily removed for cleaning, renovation, repair or other similar purposes – 10% of the relative **Sum Insured** but in no case exceeding £250,000.

15 **Property Temporarily Removed**

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

A) to store records; or

B) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles) whilst temporarily removed from the **Premises** and in transit by road, rail, air or inland waterway to and from the **Premises** excluding **Damage** by theft from any unattended vehicle unless:

i) the **Property** is concealed in a glove compartment or locked luggage compartment; and

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

All in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. The limit of liability being £250,000.

16 **Reinstatement**

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

We may reinstate or replace any **Property Damaged** without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to **You**. **You** shall, at **Your** own expense, provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

17 **Theft Cover Extension**

Any cover granted under Property Damage Insurance section in respect of theft includes:

A) the cost of repairing **Damage** to the **Buildings** (whether or not the **Buildings** are insured by this **Policy**) if You are responsible for the repairs and the **Damage** is not otherwise insured excluding **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy;

B) the cost (not exceeding £25,000) incurred in necessarily replacing locks to the **Buildings**, safes or strongrooms therein, consequent upon the theft (as insured) of keys from such **Building** or from the residence of any of **Your** directors, partners or **Employees** who are authorised keyholders.

18 **Trace and Access**

The costs incurred by **You** in the event of **Damage**, resulting from escape of water, beverages or oil as covered by the **Policy** in locating the cause of such **Damage** and subsequently making good. The limit of liability being £25,000.

19 **Unauthorised Use of Water, Gas, Electricity and Oil**

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

Provided that:

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

B) all practicable steps are taken to terminate such unauthorised occupation and use of the water, gas, electricity or oil as soon as it is discovered. The limit of liability being £25,000.

20 **Undamaged Stock**

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

21 **Workers**

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

22 **Index Linking**

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

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

23 **Contracting Purchaser's Interest**

If at the time of **Damage You** have contracted to sell **Your** interest in any **Buildings** hereby insured and the purchase is subsequently completed, the purchaser, on completion of the purchase, will be entitled to benefit under this **Policy** in respect of such **Damage** (if and so far as the property is not otherwise insured against such **Damage** by them or on their behalf) without prejudice to the rights and liabilities of **You** or **Us** until completion.

24 **Removal of Nests**

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

Provided that:

A) **We** will not cover the cost of removal of any nests already in the **Buildings** before **Your** Insurance cover commences;

B) **Our** liability in respect of this Extension will not exceed £1,000 for any one claim.

Exclusions

Exclusions applicable to Property Damage and Business Interruption Insurance.

These sections do not cover:

1 **Marine**

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

2 **Your Contribution**

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

Damage caused by **Covers** 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this **Policy** any such period may not end later than the termination of the **Period of Insurance**, such period shall be deemed to have commenced on the first happening of such **Damage**.

3 **Pollution or Contamination**

Damage to any **Property** and any loss or expense or liability resulting or arising there from caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by:

A) pollution or contamination which itself results from any **Cover** insured (other than **Cover** 10);

B) any **Cover** insured (other than **Cover** 10) which itself results from pollution or contamination.

4 **Property Excluded**

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

Requirements which You must comply with to prevent loss or Damage

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

Fire Extinguishing Appliances

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

Security Precautions

It is a requirement of this Insurance that:

1 **You** shall ensure that whenever the **Business Premises** are left unattended:

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 the **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**.

2 **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.

3 **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.

4 **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**.

5 **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.

6 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** unless agreed by **Us** in writing.

7 **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.

8 **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.

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

10 **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.

11 **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.

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 Where any of the doors described in 1 and 2 above are timber or steel outward opening doors, in addition each outward opening door to be fitted with hinge bolts top and bottom.

5 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.

Storage in Basements

It is a requirement of this Insurance that in respect of any **General Contents**, **Stock** or **Computer Equipment** kept in a basement that such **Property** is racked and kept at least 6" above the floor of the basement.

Storage of Flammable Solvents

It is a requirement of this Insurance in respect of **Damage** caused by fire or explosion that all flammable solvents are kept in closed tins and are stored in a fire resisting compartment.

Kitchen Equipment

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

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

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

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

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

5 all extract ducting is inspected and cleaned by professional contractors with reports issued at least:
   A) once every three months if the frying equipment are used more than 12 hours a day;
   B) once every six months if the frying equipment are used between 6 and 12 hours a day;
   C) once every 12 months if the frying equipment are used up to 6 hours a day.

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

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

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

Unoccupied Buildings Condition

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

1 **You** tell **Us** of the unoccupancy;

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

3 gas and any fuel supplies be kept shut off at the switch or stopcock where they enter the **Building** or portion thereof;

4 the **Building** or portion thereof be kept secure by:
   A) ensuring any **Intruder Alarm System** is active and set;
   B) repairing any broken or defective windows or boarding them externally;
   C) sealing all letterboxes or fitting a steel cage internally.

5 the **Building** and external areas be kept free of all unfixed combustible materials;

6 any additional requirements put forward by **Us** be completed within the timescale specified;

7 the **Building** be inspected internally and externally by **You** or **Your** nominees at least every seven days to check that the requirements of this condition are in place and a formal log kept of the inspection detailing as a minimum the:
   A) name of the person carrying out inspection;
   B) date and time of inspection;
   C) breaches of requirements 1 to 8 identified (if any) and action taken a copy of which will be required by **Us** in the event of a claim.

8 any evidence of unauthorised entry or **Damage** is advised to **Us**.

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

Roof Inspection

If any **Building** has a felt or rubber (EPDM) roof, or bituminous surface then it is a requirement of this Insurance under **Property Damage** Insurance by **Cover** 4 Storm and **Cover** 13 Any other accident that:

1 the roof is inspected at least once every 5 years by a competent roofing contractor; and

2 any recommended remedial works are carried out immediately; and

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

4 a roof inspection, as outlined in 1-3 above, must be carried out within the first six months after the **Policy** inception date. This will not be necessary if such an inspection has already been carried out less than 5 years prior to inception and **You** can if required provide evidence of both the inspection and the completion of any remedial works it recommended.

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

Definitions

Property Damage Definitions

Ancillary Equipment

Equipment which is solely used 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**.

Building(s)

Buildings situated at the **Premises** which **You** own or for which **You** are responsible, which are built mainly of brick, stone, concrete or other non-combustible materials and unless stated differently in the **Schedule** or **Statement of Fact** no more than 10% of other materials, including:

1 landlord's fixtures and fittings in and on the buildings;

2 solar panels, wind turbines attached to the buildings;

3 outside buildings, extensions, annexes and gangways;

4 foundations, walls, gates and fences;

5 yards, car parks, roads, forecourts, pavements, footpaths, patios, terraces and similar surfaces all constructed of solid materials;

6 fixed signage, canopies, street furniture;

7 closed circuit television and alarm system equipment (provided that these are securely fixed to the structure);

8 landscaping and recreational features excluding external ponds and lakes;

9 services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

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 storage and communication of **Data**.

Computer System Records

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

Data Processing Media

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

Declared Value

The 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.

General Contents

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 transparencies), patterns, models, moulds, plans and designs, documents, manuscripts and business books for an amount not exceeding £50,000 in respect of any one loss, directors', partners' and **Employees**' personal effects including clothing, pedal cycles, tools and instruments 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, furs, **Money** and securities of any description)) and subject to any specific exclusions in this insurance, wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of **Damage** by theft (if insured), motor vehicles, motor chassis and their contents, to the extent that they are not otherwise insured, rare books, pictures, paintings, sculptures and other artworks for an amount not exceeding £2,500 any one loss or £10,000 any one **Period of Insurance**.

Glass

1 Normal flat annealed glass including lettering on it;

2 Toughened and laminated glass including lettering on it;

3 Mirrors;

4 Bent, tinted, stained or fired glass;

5 Decoration or protective film or alarm foil on glass.

Ground Heave

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

Landslip

Downward movement of sloping ground.

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**.

Money

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

Property Insured

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

Stock

Stock and materials in trade, work in progress, finished goods, and goods held in trust for which **You** are responsible.

Subsidence

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

Tenants' Improvements

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

Unoccupied

Any **Building** or part of any **Building** which is empty, disused, unoccupied, unfurnished, untenanted, or no longer in active use.

Business Interruption Definitions

Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees

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

Gross Profit

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

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

Gross Revenue/Gross Fees

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

Indemnity Period

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

Insurable Amount

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

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

A) to the extent that **You** are accountable to the tax authorities for **Value Added Tax** all terms in this insurance shall be exclusive of such tax;

B) in the definitions of:

   i) **Estimated Gross Profit** and **Insurable Amount**; or

   ii) **Estimated Gross Revenue**, **Estimated Gross Fees** and **Insurable Amount**,

   the amount of **Gross Profit**, **Gross Revenue** or **Gross Fees** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds 12 months.

Outstanding Debit Balances

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

1 bad debts;

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

3 any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

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

2 Any adjustment implemented in current cost accounting is disregarded.

Rate of Gross Profit

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

Standard Turnover, Standard Gross Revenue or Standard Gross Fees

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

Turnover

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

Uninsured Variable Costs

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

A) purchases and related discounts;

B) bad debts,

unless otherwise stated in the **Schedule**.

All Risks Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

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

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

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

2 the cost of repairing or restoring the damaged portions where the **Property** is damaged all to a condition substantially the same but not better or more extensive than its condition when new.

Section 1

Damage to **Unspecified Equipment** excluding:

A) **Your Contribution**;

B) any item in excess of the **Single Article Limit** shown in the **Schedule**.

Section 2

Damage to **Specified Equipment** excluding:

A) **Your Contribution**;

B) any amount in excess of the Maximum Value any one item shown in the **Schedule**.

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

1 any **Property** that is insured on another policy;

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

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

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

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

4 **Damage** caused by:

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

   B) counterfeit, substitute or foreign coins;

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

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

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

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

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

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

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

12 **Damage** caused by:

   A) its own faulty or defective design or materials;

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

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

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

   E) mechanical or electrical breakdown, failure or derangement,

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

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

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

All Risks – The Insurance Provided

We will pay 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.

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.

All Risks Definitions

Specified Equipment

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

Underinsurance

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

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

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

Unspecified Equipment

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

Money Insurance

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

Section 1 – Money

We will indemnify **You** up to the limit of liability shown in the **Schedule** or as stated below for any **Damage** to **Money** and property described in items 1A), 1B), 1C) and 2 below occurring during the **Period of Insurance**.

The Insurance Provided

Item	Limit of Liability any one loss
1 A) **Money** in the **Premises** during **Working Hours** or in transit or in a bank night safe until at the bank's risk or at any of **Your** contract sites during **Working Hours**	as shown in the **Schedule**
B) **Money** in the **Premises** out of **Working Hours**	
i) in specified locked safes or strong room	as shown in the **Schedule**
ii) in all other locked safes or strong room	as shown in the **Schedule**
iii) not in a locked safe or strong room	£500
C) **Money** in **Your** residence or that of any of **Your** directors, partners or **Employees**, the **Limits of Liability** being:	
i) while in a locked safe or while an adult is in the residence	£500
ii) otherwise	£250
D) in any machine at **Your Premises**	£500 per machine
2 **Non-negotiable Money**	£250,000
3 **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.	up to an amount not exceeding the cost of repair or replacement

Damage to Personal Effects

Damage to clothing and personal effects (including **Money**), belonging to **You** or any of **Your** partners or any of **Your** directors or any **Employee**, resulting from theft or attempted theft of **Money**, or assault by a person or persons attempting to steal **Money** or any other property whilst engaged in the **Business**, up to an amount not exceeding £1,000 for any one person in total for all claims or series of claims, arising out of any one original cause.

Exclusions

We shall not be liable for:

1 **Discovery Period**

Loss by theft by any director, partner or **Employee** not discovered within 14 working days of the occurrence.

2 **Error or Omission**

Shortage due to error or omission.

3 **Unattended Vehicle**

Loss from an unattended vehicle.

4 **Counterfeit Money**

Loss due to the use of counterfeit **Money**.

5 **Northern Ireland**

Loss or damage arising from riot or civil commotion in Northern Ireland.

6 **Outside the United Kingdom**

Loss or damage not within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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 the **Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is as requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**:

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

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

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

B) if police response to alarm calls has been withdrawn without **Our** written agreement.

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

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

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

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

C) the maintenance contract,

without **Our** written agreement.

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

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

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

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

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

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

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

B) from a local authority or magistrate imposing any requirement for abatement of nuisance;

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

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

Money in Transit

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

Limit	Escorts
Up to £5,000	1 **Employee**
From £5,001 up to £9,000	2 **Employees**
From £9,001 up to £12,000	3 **Employees**

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

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

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

Section 2 – Personal Injury (Robbery)

The Insurance Provided

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

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

We will pay the appropriate Benefit to **You** as shown in the **Schedule**.

Benefit

1. Death;
2. **Loss of Limb** or **Loss of Eye**;
3. Permanent Total **Disablement** from any gainful employment for which the Insured Person is fitted by way of training education or experience;
4. Temporary Total **Disablement** from the **Insured Person's** usual occupation in the **Business**:

   £100 per week to a maximum of 104 weeks;
5. Temporary Partial **Disablement** which prevents the **Insured Person** from engaging in or giving attention to a substantial part of their usual occupation in the **Business:**

   £100 per week to a maximum of 104 weeks;
6. **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**:

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

Conditions

1. **Application of Benefits**

   A) **We** will not pay in respect of any one **Insured Person** in connection with the same bodily injury more than one of Benefits 1 to 5.

   B) Any disablement under Benefits 2 to 3 must be proved to **Our** reasonable satisfaction to be permanent and without expectation of recovery before **We** will pay the Benefit.

   C) **We** will pay any amount claimed for Benefit 6 in addition to any amount claimed under Benefits 1 to 5 in connection with the same bodily injury, but, any payment under Benefit 6 will cease as soon as any Benefit is paid under Benefits 1 to 5.

2. **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 **Policy**.

3. **Disappearance**

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

4. **Evidence Required**

   In connection with any claim:

   A) all medical certificates, reports, information and evidence required by **Us** to substantiate that claim must be supplied at the **Insured Person's** own expense and in such form as **We** may reasonably require;

   B) the **Insured Person** must undergo a medical examination and provide medical evidence to **Us** (at **Our** expense) as often as **We** may reasonably require following receipt of that claim; and

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

5. **Interest**

   No sum payable shall carry interest.

Exclusions

We will not pay any Benefit for:

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

Extensions

Victim Counselling

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

We will not pay for professional counselling fees exceeding:

1 any hourly cost of more than £40;

2 £1,000 for any **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and

3 £5,000 in total for all **Insured Persons** and in total for all claims or series of claims, arising out of any one original cause.

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

Disablement

Disablement shall mean Benefits 2 to 5.

Insured Person

Insured Person shall mean **You** or any director, partner or **Employee**.

Loss of Eye

Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred:

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

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

Loss of Limb

Loss of Limb shall mean:

A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg; or

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

Medical Expenses

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

Money

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

Non-negotiable Money

Non-negotiable money shall mean crossed cheques (but excluding presigned blank cheques), crossed bankers' drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings Certificates, premium bonds, credit company sales vouchers and VAT purchase invoices belonging to **You** or for which **You** are responsible and pertaining to the **Business**.

Operative Time

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

Working Hours

Working Hours shall mean the period during which the **Premises** are actually occupied for **Business** purposes and during which **You** or those **Employees** who are entrusted with **Money** are in the **Premises** or on **Your** contract sites.

Terrorism Insurance

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

Notwithstanding any provisions to the contrary within this **Policy**, the insurance in respect of all items, Clauses or Extensions, insured by the insurances shown in the Terrorism Insurance section of the **Schedule**, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover:

1 **Damage**;

2 **Non-Damage**; and

3 loss resulting from **Damage** to **Property**,

to the extent and insofar that they are insured by this **Policy** in the Territories stated below, the proximate cause of which is an **Act of Terrorism**, where any **Act of Terrorism** within **Great Britain** must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:

A) subject to Exclusions 1-3 below; and

B) not subject to any other exclusions stated in this **Policy**,

provided also that the **Our** liability in any one **Period of Insurance** shall not exceed:

i) in the whole the total **Sum Insured**; and

ii) in respect of any item its **Sum Insured**, or any other stated **Limit of Liability** specified in the **Schedule** or elsewhere in the **Policy**,

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

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

Conditions

1 In any action, suit or other proceedings where **We** allege that any **Damage**, **Non-Damage** or loss resulting from **Damage** to **Property** is not covered by this Terrorism Insurance the burden of proving that such **Damage**, **Non-Damage** or loss is covered shall be upon **You**.

2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.

3 If this **Policy** is subject to any Long-Term Agreement/ Undertaking, it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions, and extensions of this **Policy** apply except in so far as they are expressly varied by the Terrorism Insurance section.

Exclusions

Terrorism Insurance does not cover:

1 Riot civil commotion War and Allied Risks

Any loss or **Damage** whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss or **Damage** whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

A) **Damage** or **Non Damage** to or the destruction of any **Computer System**; or

B) any alteration, modification, distortion, erasure or corruption of **Data**; and

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus** or **Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

3 Nuclear Risks and Chemical, Biological and Radiological Contamination

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

A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;

C) chemical and/or biological and/or radiological irritants, contaminants, or pollutants,

in respect of property situated outside of **Great Britain**.

Special Provision

1 Cyber Terrorism

This Special Provision applies only to:

A) Terrorism Insurance Heads of Cover 1 and 3; and

B) **Property** situated within **Great Britain** except it is not a requirement of cover for the person(s) initiating the act of terrorism to be sited in England, Wales, or Scotland,

and does not apply to:

i) Terrorism Insurance Head of Cover 2; or

ii) **Property** situated outside of **Great Britain**; or

iii) **Residential Property** insured in the name of a **Private Individual**.

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

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

2 comprises:

A) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **You**; or

B) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either:

i) damage to or destruction of **Property** insured by **You**; or

ii) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other property within one mile of the **Property** insured by **You** to which access is affected; or

C) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss, and

3 is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

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

A) any money (including **Money** as defined within this **Policy**), currency, electronic cryptographic or virtual currency including bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and

B) any **Data**.

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

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

Definitions

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

Act of Terrorism

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

Computer Systems

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

Covered Loss

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

Damage

means physical loss, destruction or damage.

Data

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

Denial of Service Attack

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

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

Great Britain

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

Hacking

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

Non-Damage

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

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

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

Nuclear Installation

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

A) the production or use of atomic energy; or

B) 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

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

Nuclear Reactor

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

Phishing

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

Private Individual

means any:

1 individual; or

2 beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust; or

3 beneficiaries or executors of a will; or

4 sole traders,

where **Residential Property** is occupied by the individual, a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied (either by floor area or on the basis of the number of days that the **Property** is open to public).

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

Property

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

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

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

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

Residential Property

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

Virus or Similar Mechanism

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

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

Liability Insurance

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

Section 1 – Employers' Liability

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

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

The Insurance Provided

We will provide indemnity to any **Person Entitled to Indemnity**:

1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during the **Period of Insurance**:

   A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or

   B) while temporarily outside these territories, arising out of and in the course of employment by **You** in the **Business**.

2 in respect of:

   A) claimants' costs and expenses which **You** are legally liable to pay in connection with any claim;

   B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;

   C) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

   ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

   D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Section of the **Policy**,

   incurred with **Our** prior written approval.

General Provisions

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

1 the total amount payable under this section of the **Policy** (including all Extensions, Clauses and Endorsements) shall not exceed the **Limit of Indemnity**;

2 **We** may at any time pay the **Limit of Indemnity** (less any sums already paid or incurred) or any less amount for which, at **Our** absolute discretion, the claims arising out of such Event can be settled. We will then relinquish control of such claims and be under no further liability in respect thereof;

3 where **We** are liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the **Limit of Indemnity**.

Extensions to Section 1

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

1 **Unsatisfied Court Judgments**

   In the event of a judgment for damages being obtained:

   A) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** of the **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by **You** in the **Business**;

   B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

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

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

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

Provided that:

A) there is no appeal outstanding;

B) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to **Us**.

2 **Compensation for Court Attendance**

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

A) any director or partner of **Yours** £500

B) any **Employee** £250

Exclusions to Section 1

The indemnity will not apply to legal liability:

1 **Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

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

where such legal liability is:

i) that of any principal;

ii) accepted under agreement and would not have attached in the absence of such agreement.

2 **Road Traffic Legislation**

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

3 **Fines or Penalties**

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

Section 2 – Public/Products Liability

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

The Insurance Provided

We will provide indemnity to any **Person Entitled to Indemnity**:

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

A) accidental **Injury** of any person;

B) accidental loss of or **Damage** to **Property**;

C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of **Yours** or which is a natural consequence of the ordinary conduct of the **Business** and which could reasonably have been expected by **You**, having regard to the nature and circumstances of such act or omission;

D) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

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

2 in respect of:

A) claimant's costs and expenses which **You** are legally liable to pay in connection with any claim under 1 above;

B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;

C) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury** which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against **You** or **Your** director, partner or **Employee** for an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;

ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

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

General Provisions

Provided that in respect of:

A) any one **Event**;

B) all **Events** happening during any **Period of Insurance** in respect of products supplied;

C) all incidents considered by **Us** to have occurred during any **Period of Insurance** in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere,

the following shall apply:

i) the total amount payable by **Us** in respect of 1 above and all Extensions, Clauses and Endorsements shall not exceed the **Limit of Indemnity**;

ii) **Your Contribution** will be payable before **We** shall be liable to make any payment;

iii) **We** may at any time pay the **Limit of Indemnity** (less any sums already paid as damages) or any lesser amount for which, at **Our** absolute discretion, the claims arising out of such **Event** can be settled.

We will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which **We** may be responsible prior to the date of such payment;

iv) where **We** are liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the **Limit of Indemnity**;

v) in respect of claims happening or where a claim is brought in the **United States of America**, all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** stated in the **Schedule**.

Extensions to Section 2

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

1 **Cross Liabilities**

If **You** comprise more than one party **We** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each provided that the total amount payable in respect of damages shall not exceed the **Limit of Indemnity**.

2 **Compensation for Court Attendance**

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

A) any director or partner of **Yours** £500

B) any **Employee** £250

3 **Contingent Motor Liability**

Notwithstanding Exclusion 1A) **We** will provide indemnity to **You** against legal liability arising out of the use in the course of the **Business** by any **Employee** of any mechanically propelled vehicle not the property of nor provided by **You**.

The indemnity will not apply to legal liability:

A) in respect of loss of or damage to such vehicle or to **Property** within the vehicle;

B) arising while such vehicle is being driven by **You**;

C) in respect of which **You** or any **Employee** is entitled to indemnity under any other insurance;

D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

4 **Overseas Personal Liability**

We will provide indemnity to **You** and if **You** so request, any **Employee** or director or partner of **Yours** against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

The indemnity will not apply:

A) to legal liability arising out of the ownership or occupation of land or buildings;

B) where indemnity is provided by any other insurance.

5 **Data Protection Act**

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

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

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

This Extension shall not apply in respect of the payment of fines or penalties, the costs of notifying any person regarding loss of **Data**, the costs of replacing, reinstating, rectifying, erasing, blocking or destroying **Data**, liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission, claims which arise out of circumstances notified to previous insurers or known to **You** at inception of this Extension, legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

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

Exclusion 15 Cyber shall not apply to this Extension.

6 **Defective Premises Act**

This Section of the **Policy** will include an indemnity to **You** in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

provided that:

A) such liability is not otherwise insured;

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

7 **Clean Up Costs**

We will provide indemnity to **You** in respect of:

A) Clean up Costs arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

B) i) costs or expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with **Our** prior written approval;

ii) costs and expenses incurred with **Our** prior written approval in any appeal against any statutory notice served or to be served upon **You** by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

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

a) incurred in achieving any improvement, betterment or alteration in any **Property**;

b) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;

c) arising out of a genetically modified organism;

d) comprising the first 10% of any one **Sudden Pollution** or **Contamination Incident** subject to a minimum **Contribution** by **You** of £2,500 and a maximum **Contribution** of £25,000;

e) arising solely from **Your** liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009 or under any replacement legislation in respect of any of the foregoing,

provided that:

A) all costs covered under A) and B) will form part of and not exceed the **Limit of Indemnity** shown in the **Schedule** for all **Sudden Pollution** or **Contamination Incidents** considered by **Us** to have occurred during the **Period of Insurance**;

B) the total amount payable under this Extension shall not exceed £250,000.

8 **Legionellosis**

Notwithstanding Exclusion 4, **We** will provide indemnity to **You** in respect of legal liability for accidental **Injury** caused by **Legionellosis** arising out of the **Business**.

Provided that:

A) all incidents considered by **Us** to have occurred during the **Period of Insurance** in respect of this Extension shall form part of and not exceed the **Limit of Indemnity** shown in the **Schedule** for all **Sudden Pollution** or **Contamination Incidents**;

B) in respect of a manifestation at the **Premises** of **Legionellosis** or Legionnaires' disease it is a condition precedent to Our liability that at the time of such outbreak at **Your** own **Premises** **You** shall have been in complete compliance with the Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to **Us** and confirmed as acceptable by **Us**.

Exclusions to Section 2

The indemnity will not apply to legal liability:

1 **Mechanical Vehicles**

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

A) mechanically propelled vehicle other than legal liability arising out of:

i) the use of plant as a tool of trade on site;

ii) the use of plant at the **Premises**;

iii) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

B) aircraft or other aerial device;

C) aero-spatial device;

D) hovercraft;

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 **Employers' Liability**

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

3 **Property in Your Custody or Control**

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

A) **Employees'**, directors', partners' or visitors' personal effects including vehicles and their contents;

B) premises and their contents not owned by or leased or rented to **You** at which **You** are undertaking work in connection with the **Business**;

C) premises and their fixtures and fittings leased or rented to **You** unless such legal liability:

i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;

ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

4 **Pollution or Contamination**

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

5 **Product Defects and Recall**

A) in respect of loss of or damage to any:

i) product supplied
ii) contract work executed

} by **You**

caused by any defect therein or the unsuitability thereof for its intended purpose.

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

i) product supplied
ii) contract work executed

} by **You**

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

6 **Professional Risks**

arising from or in connection with:

A) advice
B) design
C) specification

} provided for a fee by **You** and not connected with the supply or intended supply of the **Your** products.

7 **Contractual Liability**

arising from or in connection with any:

A) product supplied by **You**

B) contract work executed by **You**

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

8 **Disposed Premises**

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**

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction;

E) aggravated, exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

10 **Fear of Asbestos**

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**.

11 **Asbestos Removal Costs**

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

12 **Asbestos in the United States of America**

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

13 **Aircraft Products**

arising from **Aircraft Products**.

14 **Products to Offshore industry**

in respect of loss of or damage arising from any product supplied by **You** to the **Offshore** industry.

15 **Cyber**

for mental injury arising from:

A) loss, destruction or corruption of **Data**;

B) appropriation, transmission, use, access to storage or modification of **Data**;

C) the reduction in or loss of ability to use, access, process, transmit, modify or store **Data**;

D) misinterpretation or misuse of **Data**.

Section 3 – Legal Defence Costs

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

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

1 legal costs and other expenses incurred with **Our** prior written approval;

2 costs awarded against **You** or any director, partner or **Person Employed**,

in connection with:

A) the defence of criminal proceedings brought; or

B) in appeal against a conviction, arising from such proceedings,

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

The Insurance Provided

Part A

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any **Person Employed**, director or partner of **Yours**.

Part B

In respect of a breach of:

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a **Person Employed**, director or partner of **You**;

2 Part II of the Consumer Protection Act 1987;

3 Part II of the Food Safety Act 1990 committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

General Provisions

Provided that in respect of Part A and B:

1 the indemnity will not apply:

A) to fines or penalties of any kind;

B) to the costs of appeal against any improvement or prohibition notices;

C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) where indemnity is provided by any other insurance;

E) to proceedings consequent upon any deliberate act or omission by:

i) **You**;

ii) any partner or director of **Yours**;

iii) any **Employee** with any specific responsibility for compliance with the legislation specified in this Section,

which could reasonably have been expected to constitute a breach of the legislation specified in this Section;

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

2 **We** may at any time pay the **Limit of Indemnity** (less any sums already paid) or any less amount for which, at **Our** absolute discretion, the claims arising can be settled but including any amount for which **We** may be responsible prior to the date of such payment.

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

3 where **We** are liable to indemnify more than one person the total amount of indemnity shall not exceed the **Limit of Indemnity**.

Special Provision

We shall pass notification to an independent third party service provider with whom **We** have an agreement which shall thereafter administer claims settlement on **Our** behalf.

Section 4 – Financial Loss

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

The Insurance Provided

We will provide indemnity to any **Person Entitled to Indemnity**:

1 against legal liability (other than arising under contract) incurred in connection with the **Business** for damages in respect of financial loss arising out of any claim which is:

A) first made in writing to **You** (or any other **Person Entitled to Indemnity** under this **Policy**) during the **Period of Insurance**; and

B) notified to **Us**:

i) during; or

ii) within thirty days after expiry of the same **Period of Insurance**;

2 against legal liability for claimant's costs and expenses in connection with 1 above;

3 in respect of:

A) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss specified in 1 above;

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above,

incurred by **Us** or with **Our** prior written consent.

General Provisions

Provided that:

1 the financial loss is sustained within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

2 the total amount payable under this clause (including all Extensions) shall not exceed £100,000;

3 **Your Contribution** will be payable before **We** shall be liable to make any payment;

4 **We** may at any time pay the **Limit of Indemnity** (less any sums already paid or incurred) or any less amount for which at the absolute discretion of **Ours** the claim or claims can be settled. **We** will then relinquish control of such claim or claims and be under no further liability in respect thereof;

5 where **We** are liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the **Limit of Indemnity**.

Extensions to Section 4

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

1 **Cross Liabilities**

If **You** comprise of more than one party **We** will provide indemnity to each in the same manner and to the same extent as if a separate **Policy** had been issued to each.

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

2 **Compensation for Court Attendance**

In the event of any of the under-mentioned persons attending court as a witness, at **Our** request, in connection with a claim, in respect of which **You** are entitled to indemnity under this Extension **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

A) any director or partner of **Yours**	£500
B) any **Employee**	£250

Exclusions to Section 4

The indemnity will not apply to legal liability:

1 **Mechanical Vehicles**

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

A) mechanically propelled vehicle other than legal liability arising out of:

i) the use of plant as a tool of trade on site;

ii) the use of plant at **Your** premises;

iii) the loading or unloading of any vehicle, except where indemnity is provided by any motor insurance contract or where insurance or security is required by law;

B) aircraft or other aerial device;

C) aero-spatial device;

D) hovercraft;

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 **Person Employed**

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

3 **Product Recall**

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

A) product supplied; or

B) contract work executed,

by **You** necessitated by any defect therein or the unsuitability thereof for its intended purpose.

4 **Advice, Design or Specification**

arising from or in connection with:

A) advice;

B) design;

C) specification.

5 **Injury, Damage, Nuisance, Trespass or Interference**

in respect of:

A) Injury of any person;

B) loss of or damage to **Property**;

C) nuisance trespass or interference with any easement, right of air, light, water or way;

D) wrongful arrest or false imprisonment.

6 **Fraud**

arising out of any act of fraud or dishonesty by **You** or partner or director of **Yours**.

7 **Deliberate Act or Omission**

arising out of any deliberate act or omission by **You** or partner or director of **Yours**.

8 **Fines or Penalties**

for:

A) fines or penalties;

B) the costs of appeal against any improvement or prohibition notices;

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012;

D) compensation ordered or awarded by a Court of Criminal Jurisdiction;

E) aggravated, exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

9 **Defamation or Intellectual Property Rights**

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

10 **Competition or Anti-Trust Laws**

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

11 **Storage or Processing of Computer Data**

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

12 **Statutory Authorities**

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

13 **Strikes or Labour Disturbances**

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

14 **Retroactive Liability**

arising out of any cause happening before the **Policy** inception date.

15 **Asbestos**

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

A) the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**;

B) the release of **Asbestos Dust**;

C) the exposure of persons, buildings or property to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

16 **Diminution in Value**

arising from the diminution of the value of any **Property**.

17 **Cyber and Data**

Any:

A) **Cyber Loss** or;

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

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

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

Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, Impact, Sprinkler Leakage or Theft.

18 **Employment-Related Practices**

of whatsoever nature directly or indirectly resulting from employment-related practices.

19 **Contractual Liability**

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

20 **Territorial Limits**

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

Definitions Applicable to Liability Insurance (Sections 1-4)

Aircraft Products

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

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**.

Business

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

A) ownership, repair and maintenance of **Your** own **Property**;

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

C) fire and security services maintained solely for the protection of premises owned or occupied by **You**;

D) private work undertaken by any **Person Employed** for any director or partner of **Yours** or **Employee** with **Your** prior consent;

E) attendance at or participation in trade fairs, shows and exhibitions by any **Employee** or director in connection with their employment;

F) the sponsorship of events and sponsorship of individuals,

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

Clean Up Costs

The costs incurred by:

A) a government agency or regulatory body;

B) **You** with **Our** written consent where a government agency or regulatory body would have required remediation,

in each case in carrying out action to curtail or minimise or remediate a **Sudden Pollution** or **Contamination Incident** in respect of which **You** are legally responsible.

Injury

Sections 1 and 3 (Part A)
Bodily injury, death, disease or illness.

Sections 2 and 3 (Part B)
Bodily injury, mental injury, death, disease or illness.

Legionellosis

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

Offshore

Embarkation onto a vessel or aircraft for conveyance to a rig or platform situated in the sea or ocean until disembarkation from the conveyance onto land upon return from such rig or platform.

Offshore Industry

Any activity connected with the production of oil, gas or power generation undertaken in or under a sea or ocean.

Person Employed

Any:

A) **Employee**;

B) labour master and individuals supplied by them;

C) individual employed by labour only sub-contractors;

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

E) individual hired to or borrowed by **You**;

F) individual undertaking study or work experience.

while under **Your** supervision

Person Entitled to Indemnity

A) **You**;

B) **Your** personal representatives in respect of legal liability incurred by **You**;

C) at **Your** request:

   i) any principal;

   ii) any director or partner of **Yours**;

   iii) any **Person Employed**, against legal liability in respect of which **You** would have been entitled to indemnity under this Section of the **Policy** if the claim had been made against **You**;

   iv) 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;

   v) any director or partner of **Yours** or **Employee** in respect of private work undertaken by any **Person Employed** for such director, partner or **Employee** with **Your** prior consent, each of whom shall be subject to the terms of this Section of the **Policy** so far as they can apply.

Your Contribution

The amount or amounts specified in the **Schedule** which **You** agree to pay in respect of:

A) the claimant's damages;

B) the claimant's costs and expenses.

Property

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

Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the **United States of America** during the **Period of Insurance**.

Provided that all pollution or contamination which arises out of one **Sudden Pollutio**n or **Contamination Incident** shall be considered by **Us** for the purposes of this **Policy** to have occurred at the time such incident takes place.

Terrorism

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

United States of America

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

Fidelity Insurance

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

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

The Insurance Provided

We shall indemnify **You** for:

1 **Employee Fraud**

loss of **Money**, **Securities** or **Property** owned or leased by the Insured directly resulting from a **Fraudulent Act**;

2 **Third Party Computer Fraud**

loss of **Money**, **Securities** or **Property** owned or leased by the **Insured** directly resulting from **Third Party Computer Fraud**;

3 **Third Party Funds Transfer Fraud**

loss directly resulting from **Third Party Funds Transfer Fraud**;

4 **Forgery of Cheques and other Financial Instruments**

loss directly resulting from **Forgery** by a **Third Party** of any **Financial Instrument**;

5 **Counterfeit Paper Currency**

loss directly resulting from the acceptance in good faith of any **Counterfeit** money orders or current paper currency;

6 **Corporate Card Fraud**

loss directly resulting from the fraudulent use by a **Third Party** of any **Corporate Card**;

7 **Telecommunications Fraud**

charges for which the **Insured** is legally liable, directly resulting from the fraudulent and unauthorised access and use by a **Third Party** of a **Telecommunications System** provided that:

A) **We** shall not be liable for any loss or part of a loss occurring more than 30 days prior to the date of **Discovery**; and

B) **Our** maximum liability for **Any One Claim** under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the **Limit of Indemnity**.

8 **Public Utilities Fraud**

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

A) **We** shall not be liable for any loss or part of a loss occurring more than 90 days prior to the date of **Discovery**; and

B) **Our** maximum liability for **Any One Claim** under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the **Limit of Indemnity**, first **Discovered** during the **Period of Insurance**.

Conditions

1 **Notice and Proof of Claims**

A) It is a requirement to **Our** obligations under this section of the **Policy**, that **You** shall give **Us** written notice as soon as practicable after **Discovery** of a loss and in any event no later than 60 days after such **Discovery** which notice must be sent to **Us** at The Claims Department, Professional and Financial Risks, RSA Claims Department, PO Box 256, Wymondham, NR18 8DQ for the attention of the Professional & Financial Risks Claims Manager.

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

2 **Cancellation of cover in respect of any Employee**

All cover shall be cancelled in respect of any **Employee** from the time a director, partner, **Member**, departmental director or senior manager of the Insured (not acting **In Collusion** with the **Employee**) first becomes aware of facts which would cause a reasonable person to believe that any act of fraud or dishonesty has been or is likely to be committed by such **Employee**, irrespective of whether such act occurred before or after the commencement of employment with the **Insured**.

3 **Acquisition, Merger or Winding-up of the Policyholder**

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

A) the acquisition of **Your** entire issued share capital, or of all or substantially all of **Your** assets by another entity or **Your** merger or consolidation into or with another entity such that **You** are not the surviving entity; or

B) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of **Your** directors; or

C) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary to **You**.

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

i) cover shall only apply to loss or that part of a loss occurring prior to the event described in A), B) or C) above; and

ii) cover for that **Insured** is not replaced by a similar policy of insurance issued by **Us** or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

4 **Disposal or Winding-up of Subsidiaries**

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

A) upon the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary; or

B) upon falling outside the definition of **Subsidiary**.

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

i) cover shall only apply to loss or that part of a loss occurring prior to the event described in A) or B) above; and

ii) cover for that **Insured** is not replaced by a similar policy of insurance issued by **Us** or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

5 **Limit of Indemnity**

Our liability shall not exceed the **Limit of Indemnity**.

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

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

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

6 **Termination of Prior Policies**

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

7 **Single Insured**

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

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

A) **You** shall act on behalf of all **Insureds** with respect to:

i) the giving of and receiving of notice of **Discovery** of loss;

ii) the payment of premiums and the receiving of any return premiums that may become due under this section of the **Policy**;

iii) the negotiation, agreement to and payment of claims;

iv) the negotiation agreement to and acceptance of **Clauses**; and

v) the giving or receiving of any notice provided for in this section of the **Policy**,

and the Insureds agree that **You** shall so act on their behalf.

B) all amounts payable under this section of the **Policy** shall be made to **You**.

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

C) **Discovery** made by one **Insured** shall constitute **Discovery** made by every **Insured**;

D) **Our** liability for loss sustained by any or all **Insureds** shall not exceed the amount for which **We** would have been liable had all such loss been suffered by any one Insured;

E) the **Limit of Indemnity** does not apply separately for each **Insured**;

F) **We** shall not be liable for loss sustained by one **Insured** to the advantage of any other **Insured**.

8 **Acquisitions Prior to the Period of Insurance**

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

9 **Partial Invalidity**

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

10 **Alteration and Assignment**

No change in modification of or assignment of interest under this section of the **Policy** shall be effective unless agreed in writing by **Us**.

11 **Termination of Employment**

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

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

12 **Recoveries**

All recoveries made by either **You** or **Us** shall be allocated after deducting the costs of recovery as follows:

A) firstly, to the benefit of the **Insured** to reduce or extinguish the amount of the loss to the extent that it would have been paid under this section of the **Policy** but for the fact that such loss exceeds the **Limit of Indemnit**y together with any **Contribution** where applicable;

B) secondly, to the benefit of **Us** for all sums paid in settlement of loss arising under this section of the **Policy**; and

C) thirdly, to the benefit of the **Insured** for the amount of the **Contribution** under this section of the **Policy**.

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

13 **Other Insurances**

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

14 **Valuation**

We shall not be liable for more than:

A) the actual market value of **Securities**, at the close of business on the business day immediately preceding the day on which the loss was discovered or the actual cost of replacing **Securities**, whichever is less;

B) the cost of blank material such as blank pages, tapes or other materials, plus the cost of labour and computer time for the actual transcription or copying of **Data**, which shall have been furnished by the Insured in order to reinstate such electronic **Data**;

C) the value of foreign currency calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of **Discovery**;

D) the actual cash value of **Property** at the time of loss or the actual cost of repairing or replacing the **Property** with property of similar quality or value, whichever is less.

Extensions

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

1 **Care, Custody and Control**

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

A) held for others while in the care, custody and control of the **Insured**; or

B) for which the **Insured** is legally liable, such **Money**, **Securities** or **Property** shall be included in the cover provided by this section of the **Policy**. Such amount shall be part of and not in addition to the **Limit of Indemnity**.

2 **Expenses**

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

A) **Auditors' Fees**;

B) **Computer Clean-up Costs**;

C) **Defence Costs**; and

D) **Public Relations Consultancy Fees**.

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

3 **Acquisitions**

A) If during the **Period of Insurance** the **Insured** acquires or creates any new **Subsidiary**, either directly or through one or more of its **Subsidiaries**, cover shall apply provided that the new **Subsidiary**:

i) has no more than 20% of the total number of **Employees** previously declared by or on behalf of all the **Insured**; and

ii) does not undertake activities which vary materially from those previously declared to **Us**; and

iii) has not in the preceding three years suffered any loss of a type covered by this section of the **Policy** (whether insured or not and before the application of any retention, **Contribution**, deductible or excess) greater than 25% of the amount of the **Contribution**; and

iv) adheres to controls and procedures which are as effective as those most recently advised to **Us** by the Insured creating or acquiring such **Subsidiary**.

B) If the new **Subsidiary** acquired or created falls outside the conditions stated above, **We** shall provide cover for a period of 30 days, during which time **You** shall provide any additional information and pay any additional premium and carry any increased **Contribution** as may be reasonably required by **Us**.

C) **Cover** provided in relation to any new **Subsidiary** shall only apply with respect to any loss which occurs after the date of their creation or acquisition unless agreed in writing by **Us**.

4 **Discovery Period**

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

A) cover shall only apply to loss or that part of a loss occurring prior to the expiry of the **Period of Insurance** or earlier termination; and

B) cover for that **Insured** is not replaced by a similar policy of insurance issued by **Us**, or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

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

5 **Loss of Interest**

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

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

6 **Computer Violation**

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

7 **Contractual Penalties**

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

8 **Benefit Plans**

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

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

Exclusions

We shall not be liable for:

1 **Taxes, Penalties, Fines and Damages**

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

2 **Indirect Loss**

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

3 **Profits Dividends or other Income or Interest**

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

4 **Insured's Contribution**

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

5 **Confidential Information**

any loss of and/or damage to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.

6 **Discovery Outside the Period of Insurance**

any loss first **Discovered**:

A) prior to the commencement of the **Period of Insurance**; or

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

7 **Retroactive Date**

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

8 **Profit and Loss Computation and Inventory Comparison**

any loss which is dependent solely upon:

A) a profit and loss comparison; or

B) a comparison of inventory records with an actual physical count,

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

9 **Major Shareholders**

any **Fraudulent Act** committed by:

A) an **Employee** controlling more than 5% of the voting share capital of any **Insured** at the time of committing such act; or

B) any equity partner or **Member** of the **Insured**,

whether acting alone or **In Collusion** with another **Employee** or with other persons.

10 **Contractual Liability**

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

11 **Geographical Limits**

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

12 **Terrorism**

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

Definitions

Any One Claim

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

Auditors' Fees

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

Benefit Plan

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

Clause

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

Computer Clean-up Costs

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

1 Rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs systems or the security codes.

2 Duplicating destroyed or damaged **Data** or computer programs from other **Data** or computer programs, which shall have been furnished by the **Insured** and in the event that destroyed or damaged computer programs cannot be duplicated from other computer programs, the cost incurred for computer time, computer programmers, consultants or other technical specialists, as is reasonably necessary to restore the computer programs to substantially the previous level of operational capability, but shall not include costs arising:

A) as a result of the reconstitution of **Data** recorded on magnetic or optical media, if there are no analysis files specifications or backups of software or **Data** held outside the **Insured's** premises; or

B) as a result of the reconstitution of **Data**, if the **Insured** knowingly uses illegal copies of programs:

i) to render the information usable by replacement processing equipment; or

ii) to design, update or improve the software or programs or to perfect their operation or performance; or

C) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the **Computer System**.

Computer System

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

Computer Violation

An intentional, unauthorised and malicious:

1 entry of **Data** into a **Computer System**; or

2 change to **Data** or software which is kept in machine readable format; or

3 introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**.

Contribution

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

Corporate Card

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

Corporate Card Fraud

The fraudulent use of any **Corporate Card** provided that:

1 the **Insured** has complied fully with the provisions, conditions or other terms under which the card was issued; and

2 the **Insured** is legally liable for such loss.

Counterfeit

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

Data

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

Defence Costs

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

Discovered or Discovery

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

Employee

A natural person:

1 whilst employed under a contract of service or apprenticeship with the **Insured** (other than members of the board of directors or equivalent management board of the **Insured**) in the ordinary course of its business whether temporary, permanent, full-time, part-time or seasonal;

2 who personally performs duties or services under the control and direction of the **Insured** in the ordinary course of its business who is:

   A) a student, secondee or on a work experience or training placement;

   B) working exclusively for the **Insured** and for no other party, under a contract for services as a consultant having previously been employed by the **Insured**;

   C) provided to the **Insured** by an agency on a permanent or temporary basis;

   D) engaged by the **Insured** to develop a **Computer System** or computer programs.

3 who is a member of the board of directors or equivalent management board, other than equity partners or members of the **Insured**;

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

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

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

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

Financial Instrument

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

Forgery

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

Fraudulent Act

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

In Collusion

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

Insured

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

Limit of Indemnity

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

Member

A member of a Limited Liability Partnership.

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, petrol cards, all in current use and unused credits in franking machines.

3 monetary balances held at a financial institution to the credit of the **Insured**.

Outsource

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

1 such function is performed under a written contract; and

2 the **Insured** retain the right to audit the performance of such function; and

3 the **Insured** can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the **Insured** of such person or organisation to perform such function.

Policyholder

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

Property

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

Public Relations Consultancy Fees

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

Public Utilities

Electricity, gas and water services.

Securities

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

Subsidiary

Any company in which **You**:

1 hold directly or indirectly more than 50% of the voting rights; or

2 have the right to appoint or remove a majority of the board of directors; or

3 hold more than half of the issued share capital, and where **You** are a partnership, a company shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

Telecommunications System

A landline telephone system that is:

1 owned or leased by the **Insured**; and

2 on the premises of the **Insured**; and

3 protected by a feature to prevent access to the system following a maximum of three unsuccessful attempts being made to use an access code, PIN, password or other similar code which is changed at regular intervals.

Terrorism

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

Third Party

Any person other than:

1 an **Employee**, equity partner, **Member** or director of the **Insured**;

2 any person who is, or acts on behalf of the **Insured** as any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative; or

3 any person who provides a service pursuant to and under a contract with the **Insured**.

Third Party Computer Fraud

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

Third Party Computer Fraud does not include:

1 the use of any computer to fraudulently cause a transfer of funds belonging to the **Insured** or for which the **Insured** is responsible from an account maintained by the **Insured** at a financial institution; or

2 charges for which the **Insured** is legally liable directly resulting from the fraudulent and unauthorised access and use of a **Telecommunications System**

Third Party Funds Transfer Fraud

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

Personal Accident Insurance

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

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, **Disablement** or the incurring of **Medical Expenses** for which the Benefit is claimed.

The appropriate Benefit below is payable in line with the amounts per Unit of cover and number of Units per **Employee Type** detailed in the **Schedule**, subject to the **Aircraft Accumulation** limits and maximum **Incident Limit** shown.

Benefits

1 Death.

2 **Loss of Limb** or **Loss of Eye**
   A) two or more limbs or both eyes or one of each;
   B) one limb or one eye.

3 Loss of speech or hearing.

4 Permanent Total **Disablement** from gainful employment of any and every kind.

5 Temporary Total **Disablement** from the **Insured Person's** usual occupation in the **Business**.

6 Temporary Partial **Disablement** from at least 50% of the **Insured Person's** usual occupation in the **Business**.

7 **Medical Expenses** necessarily incurred in the treatment of the **Insured Person** (regardless of the number of **Units** purchased).

Exclusions

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

1 A) the **Insured Person** engaging in or practicing for any of the following excluded activities:
      i) flying other than as a passenger;
      ii) motorcycling as a rider or passenger;
      iii) parachuting;
      iv) racing other than on foot or in dinghies;
      v) winter sports other than curling or skating.
   B) the **Insured Person** taking or attempting to take their own life or as a result of self-inflicted injury;
   C) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**);
   D) 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**;
   E) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

2 **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.

3 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);

Extensions

The following Extensions are payable in addition to any Benefit paid under Benefits 1-7 of the Insurance subject to the **Maximum Incident Limit** shown in the **Schedule**.

1 **Coma Benefit**

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

2 **Commuting Expenses**

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** sustaining disablement from at least 50% of the **Insured Person's** usual occupation in the **Business We** will pay necessary 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** regardless of the number of Units purchased.

3 **Dependents Benefit**

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

A) unmarried and dependent; and

B) under 18 years of age or under 25 years of age if in full-time education subject to a maximum of £5,000 regardless of the number of **Units** purchased.

4 **Hospitalisation**

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

5 **Paralysis**

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

A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4;

B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4 regardless of the number of **Units** purchased.

Conditions

1 **Application of Benefits**

A) **We** will not pay in respect of any one **Insured Person** under more than one of the Benefits 1-4 in connection with the same **Accident**.

B) Any **Disablement** under Benefits 2-4 must be proved to **Our** reasonable satisfaction to be permanent and without expectation of recovery before **We** will pay the Benefit.

C) **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.

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

2 **Exposure**

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**.

3 **Disappearance**

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

4 **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 Benefits 5 or 6 regardless of the number of Units purchased and shown in the **Schedule**.

Special Provisions

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**.

Definitions

Accident

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

Aircraft Accumulation

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

Commuting

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

Disablement

Benefits 2 to 6.

Employee

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

Hospital

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

A) maintains permanent and full time facilities for the care of overnight resident patients; and

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

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

D) is not other than incidentally an institution which provides full time facilities for:

   i) mentally ill or mentally handicapped persons;

   ii) nursing or convalescing;

   iii) persons aged 70 years or more;

   iv) drug addicts;

   v) alcoholics.

Incident

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

Insured Person

Any principal, partner, proprietor, director or **Employee** of the **Business** resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man as shown in the Schedule with one of the following **Employee** Types:

A) clerical;

B) manual (excluding Bona Fide or Labour Only Sub-Contractors);

C) woodworking;

D) collection and Delivery.

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

Loss of Eye

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

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

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

Loss of Limb

A) In the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.

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

Maximum Incident Limit

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

The duration and radius of any one **Incident** is limited to:

A) 72 consecutive hours;

B) 100 miles.

No loss which occurs outside this distance or 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 **Medical Practitioner** and all **Hospital**, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than:

A) an **Insured Person**;

B) a member of the immediate family of an **Insured Person**;

C) an **Employee**.

Operative Time

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

24 Hour Cover

At any time; or

Employment Only

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

Employment including Commuting Cover

A) While engaged on the **Insured Person's** occupation in the **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 their residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey including **Commuting**.

Loss of Liquor Licence Insurance

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

The Insurance provided

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

Excluding

1 Loss arising from:
   - A) partial removal;
   - B) suspension; or
   - C) any failure by the Licensing Authorities to grant any requested alterations of the **Premises Licence** unless such partial removal, suspension or alteration is ancillary to the **Premises Licence** being fully removed or suspended.

2 Loss arising from:
   - A) actual or proposed compulsory acquisition of any of the **Premises**;
   - B) scheme or town or country planning improvement or redevelopment,

   whether such loss is direct or indirect.

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

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

5 Loss arising from failure:
   - A) other than for good cause to keep open the **Premises** during the times stated on the operating schedule of the **Premises Licence**;
   - B) to maintain the **Premises** in good sanitary and general repair;
   - C) to comply with any direction or requirement of the Licensing Authorities.

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

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

Conditions

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

Cover A

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

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

2 **Additional Expenditure** less **Savings in Costs** but shall be subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred;

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

Cover B

The depreciation in value of the **Premises** solely as a result of **You** selling the **Premises** without a **Premises Licence**, provided that **You** have been unable to obtain a **Premises Licence** within 12 months of the date of the forfeiture, suspension or withdrawal of the **Premises Licence**.

Reducing the chance of loss

What **We** will do:

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

What **We** expect of **You**:

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

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

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

You shall use due diligence to:

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

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

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

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

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

How We settle claims under Cover A

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

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

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

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

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

Penalty for not complying

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

1 no claim under this Insurance shall be payable; and

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

Special Provisions

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

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

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

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

Current Cost Accounting

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

Definitions

Additional Expenditure

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

First Insured

As stated in the **Schedule**.

Gross Profit

The amount by which the sum of the amounts of the **Turnover** and closing stock shall exceed the sum of the amounts of the **Uninsured Working Expenses** and opening stock. The amounts of the opening and closing stocks shall be arrived at in accordance with **Your** normal accountancy methods, due provision being made for depreciation.

Indemnity Period

The period beginning with the loss of the **Premises Licence** and ending not later than the date a **Premises Licence** is re-obtained or 12 months after the date of the loss of the **Premises Licence** (whichever shall be the earlier) during which the results of the **Business** shall be affected in consequence of the loss of the **Premises Licence** provided that if the **Premises** are disposed of within 12 months after the loss of the **Premises Licence** the **Indemnity Period** shall terminate upon disposal.

Licensing Act

The Licensing Act 2003 in England and Wales.

Mortgagee

As stated in the **Schedule**.

Premises

The premises in respect of which the **Premises Licence** is indemnified hereunder and as specified in the **Schedule**.

Premises Licence

As stated in the **Schedule**.

Professional Accountants' Charge

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

Rate of Gross Profit

The rate which but for the loss of the **Premises Licence** **Gross Profit** would have borne to **Turnover** during the **Indemnity Period** subject to Cover A 2.

Savings in Costs

Any of the charges or expenses of the **Business** payable out of **Gross Profit** which cease or reduce in consequence of the loss of the **Premises Licence** during the **Indemnity Period**.

Shortage in Turnover

The amount by which the **Turnover** during the **Indemnity Period** shall in consequence of the forfeiture, suspension or withdrawal of the **Premises Licence** fall short of the **Turnover** which but for the loss of the **Premises Licence** would have been achieved during the **Indemnity Period** subject to **Cover** A 2.

Turnover

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

Turnover from Alternative Trading

The money paid or payable for goods sold and delivered and for services rendered during the **Indemnity Period** elsewhere than at the **Premises** either by or on behalf of the **First Insured** for the benefit of the **Business**.

Uninsured Working Expenses

Purchases and discounts relative thereto and bad debts (unless otherwise stated in the **Policy**). The words and expressions used in the definition of Uninsured Working Expenses shall have the meaning usually attached to them in **Your** books and accounts.

Notes A) To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.

B) For the purpose of the interpretations contained in this section of the **Policy** any adjustment implemented in current cost accounting shall be disregarded.

Legal Expenses Insurance

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

The Insurance Provided

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

Legal Expenses

What is covered

1 **Legal Expenses** incurred during **Legal Proceedings** when all the following apply.

A) The **Legal Proceedings** arise in the usual conduct of **Your Business**.

B) The **Legal Proceedings** either:

i) start and are notified to **Us** during the **Period of Insurance**; or

ii) arise from a **Dispute** notified to **Us** during the **Period of Insurance**.

C) The **Legal Proceedings** relate to any of the following matters, which are fully described below under the heading 'Covered Legal Proceedings'

1) Employment Disputes
2) Prosecution Defence
3) Occupied Property
4) Damage to Goods
5) Taxation Enquiries
6) Appeals to Statutory Bodies
7) Bodily Injury Recovery
8) Contract Disputes

What is not covered

1 Any amount more than the **Limit of Indemnity** shown in the **Schedule** for any one **Event** and in respect of all **Events** notified in the **Period of Insurance** (specific sub-limits also apply to some types of **Legal Proceedings**, and these are set out where those **Legal Proceedings** are described below under the heading 'Covered Legal Proceedings').

2 **Legal Proceedings** of which **You** are aware, or ought to have been aware, before the **Period of Insurance**.

3 **Legal Proceedings** arising from a **Dispute** of which **You** are aware or ought to have been aware, before the **Period of Insurance**.

4 **Legal Proceedings** arising from a **Dispute** which commenced before the **Period of Insurance**, unless **You** have continuously purchased 'claims made' insurance covering such **Legal Proceedings** from the date and time that the **Dispute** commenced.

5 **Legal Proceedings** or **Disputes** not notified to **Us** as soon as reasonably possible when **You** first become aware of them, or ought to have become aware of them.

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

6 **Legal Proceedings** where there is not a 51% or greater prospect of successfully pursuing or defending the **Legal Proceedings**.

7 **Legal Proceedings** where the prospect of obtaining a reasonable outcome is uneconomical relative cost of the **Legal Proceedings**.

What is covered

What is not covered

8 The estimate of the **Legal Expenses** to deal with **Your** claim must not be more than the amount of money in **Dispute**. The estimate of the **Legal Expenses** will be provided with the assessment of **Your** case and will be carried out by **Arc**. If the estimate exceeds the amount in **Dispute**, **We** may decline or end support for **Your** case.

9 Any **Legal Expenses** incurred without the prior written consent of **Arc**. (The process by which **Arc's** consent can be obtained is set out in 'Claims Conditions: Consent' below).

10 **Legal Proceedings** which begin or are transferred outside the **Territorial Limits**.

11 **Legal Expenses** incurred outside the **Territorial Limits**.

12 **Legal Expenses** which:

A) are covered under any other Section of this **Policy** purchased by **You** and shown as 'Included' in the **Schedule**; or

B) which would be covered under any other Section of this **Policy** if that Section had been purchased by **You** and was shown as 'Included' in the **Schedule**,

including any **Legal Expenses** which would be covered but for the **Limits of Liability** or any other exclusion, term, or condition applicable to that Section.

13 **Legal Expenses** covered under any other insurance policy, or which would be covered under any other insurance policy if this **Policy** did not exist. This does not apply to the difference between the amount payable under that other insurance policy and the amount payable under this **Policy**.

14 **Legal Proceedings** in any way connected to a **Dispute** involving a third party in respect of which **You** hold liability insurance or are required to hold liability insurance by law.

15 Damages, fines, or penalties of any nature.

16 Any **Dispute** between **You** or between **You** and any subsidiary, parent, associated or sister company.

17 The defence of **Legal Proceedings** brought by a party who is an Insured **Person** for the purpose of those **Legal Proceedings**.

What is covered

What is not covered

18 The pursuit of **Legal Proceedings** against a party who is an **Insured Person** for the purpose of those **Legal Proceedings**.

19 Any issue of law practice or procedure not directly connected with the **Legal Proceedings** which are otherwise covered under this **Policy**.

Jury Service Allowance

What is covered

1 The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend court for jury service because of a summons received during the **Period of Insurance**.

2 If **You** are an individual, **Your** individual loss of income, salary or wages resulting directly from **Your** obligation to attend court for jury service because of a summons received during the **Period of Insurance**.

What is not covered

1 Any amount more than £150 per day per **Employee**.

2 Attendance at any court outside the **Territorial Limits**.

Witness/Defendant Attendance Allowance

What is covered

1 The salary or wages paid by **You** to an **Employee** whilst they are obliged to attend a court or other hearing in connection with **Legal Proceedings** as a defendant or as a witness at the request of the **Representative**.

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

What is not covered

1 Any amount more than £150 per day per **Employee**.

2 Attendance in connection with **Legal Proceedings** in respect of which **Arc** has not given consent for **Legal Expenses** to be paid under this **Policy** in accordance with the provisions set out in ‘Claims Conditions: Consent’ below.

Covered Legal Proceedings

1 Employment Disputes

What is covered

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

2 The pursuit of **Legal Proceedings** brought by **You** to recover possession of premises owned by **You** but occupied by an **Employee** or ex-**Employee**.

What is not covered

1 Any **Dispute** arising within three months of the commencement of the **Period of Insurance** unless this **Policy** is a renewal of a previous policy issued by **Us** which provided substantially the same employment cover.

2 Any **Dispute** arising within six months of the commencement of the **Period of Insurance** with an **Employee** to whom a warning was given at any time in the six months prior to the commencement of the **Period of Insurance** unless this insurance is a renewal of a previous policy issued by **Us** which provided substantially the same employment coverage.

3 Any **Dispute** arising from:

A) a material change or attempt to change the particulars of an **Employee's** contract; or

B) dismissal or redundancy of an **Employee**,

unless advice was sought in advance of the change or attempted change from **Our** Legal Advice Helpline and this advice was followed.

To access this service contact **Our** legal consultants on 01455 251500 quoting 70108. This service is available 24 hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside of **Our** control.

4 Any **Dispute** in connection with restrictive covenants contained with the contract of employment.

5 Any **Dispute** in connection with patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information.

6 Any **Dispute** in connection with relating to actual or alleged defamation or malicious falsehood.

7 Any **Dispute** in connection with a transfer of business in the scope of or in connection with rights or obligations under The Transfer of Undertakings (Protection of Employment) Regulations 2006.

8 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.

9 Any **Dispute** relating to damage to property including loss of use of such property.

10 Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (offpayroll working) rules.

Additional Insurance Provided: Basic and Compensatory Awards

What is covered

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

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

What is not covered

1 Additional awards, protective awards, aggravated damages or interim relief, or any award or settlement which exceeds the maximum sums that can be awarded in the employment tribunal on the same facts as a basic and/or compensatory award.

2 Awards of compensation or settlements made to the extent that they relate to contractual rights accrued before the actual or alleged breach of the actual or alleged contract of employment.

3 Awards or settlements made because of a failure to provide written reasons for dismissal.

4 Awards or settlements made which relate to a **Dispute** involving trade union activities including membership or non-membership.

5 Awards or settlements made which relate to a **Dispute** involving pregnancy, maternity, or paternity rights.

6 Awards or settlements made to the extent that they arise from **Your** obligation to make redundancy payments.

2 Prosecution Defence

What is covered

1 **Your** representation or, at **Your** request, representation of any **Partner**, **Director**, or **Employee**:

   A) during any investigation by the police or other statutory authority into an alleged criminal offence committed by that person;

   B) against prosecution in a court of criminal jurisdiction.

2 Against a civil action for wrongful arrest or false imprisonment of any person accused of theft.

What is not covered

1 Any **Dispute** relating to a breach of or offence under:

   A) the Health and Safety at Work etc. Act 1974; or

   B) the Corporate Manslaughter and Corporate Homicide Act 2007; or

   C) any breach of equivalent or amending legislation within the **Territorial Limits**.

2 Any **Dispute** relating to a breach of or offence under:

   A) Part II of the Consumer Protection Act 1987;

   B) the General Product Safety Regulations 2005;

   C) the Food Safety Act 1990;

   D) the General Food Regulations 2004; or

   E) any breach of equivalent or amending legislation within the **Territorial Limits**.

3 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.

4 Any **Dispute** alleging damage to any property including loss of use of such property.

5 Any **Dispute** relating to taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs, and any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.

6 Any **Dispute** arising from or relating to the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

3 Occupied Property

What is covered

1 The pursuit or defence of **Legal Proceedings** by **You** relating to the possession, tenancy, or lease of freehold or leasehold premises occupied for commercial purposes by **You**.

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

What is not covered

1 Any **Dispute** related to premises not advised to **Us** by **You** before the **Period of Insurance**, or if first owned or occupied during the **Period of Insurance**, as soon as practicable and before the **Dispute** arose.

2 Any **Dispute** related to premises located outside the **Territorial Limits**.

3 Any **Dispute** between **You** and a lessee or tenant including without limitation those arising from rent reviews, lease, tenancy, or licence disputes, or relating to recovery of rent payable.

4 The defence of **Legal Proceedings** relating to death, bodily injury, disease, or illness of any person or alleging damage to any property including loss of use of such property.

5 Any **Dispute** relating to freehold title in respect of any premises.

6 Any **Dispute** in connection with mining or other subsidence or heave.

7 Any **Dispute** arising from compulsory purchase, confiscation, nationalisation, or requisition of freehold or leasehold premises.

8 Any **Dispute** over restrictions or controls placed on any freehold or leasehold premises by a government, public or local authority.

9 Any **Dispute** with a government, public or local authority or those acting on their behalf arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing, or other works.

4 Damage to Goods

What is covered

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

What is not covered

1 Any **Dispute** related to goods located outside the **Territorial Limits**.

2 Any **Dispute** relating to goods in transit or lent or hired to third parties.

3 Any **Dispute** relating to goods at premises other than those occupied by **You** unless they are at such premises for installation or use in work to be carried out by **You**.

5 Taxation Enquiries

What is covered

1 Response to an enquiry into **Your** personal, partnership or company tax return by HM Revenue & Customs following the issue of the applicable statutory notice, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).

2 Response to expressions of dissatisfaction in the course of a Compliance Check by HM Revenue & Customs relating to Pay As You Earn, National Insurance Contributions or Value Added Tax, including pursuit of an appeal of any consequent tax decision to HM Revenue & Customs and to the First-Tier Tribunal (Tax).

What is not covered

1 Any amount more than £25,000 for any one **Dispute** or series of **Disputes** arising from materially the same facts.

2 Any amount more than £100,000 for all **Disputes** and **Legal Proceedings** notified during the **Period of Insurance**.

3 Any enquiry into a tax return that was filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing.

4 Costs in connection with the normal reconciliation of annual accounts and VAT (Value Added Tax) returns.

5 Any enquiry into a tax return that arises from enquiries into earlier years' tax returns, or other tax returns already under enquiry.

6 **Legal Proceedings** relating to actual or alleged non-disclosure of a tax avoidance scheme.

7 **Legal Proceedings** relating to **Your** use of a tax avoidance scheme which was or should have been disclosed under the above.

8 **Legal Proceedings** relating to Research and Development tax relief or Patent Box.

9 **Legal Proceedings** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (offpayroll working) rules.

10 **Legal Proceedings** involving misstatement with intent to deceive in any relevant business books, records or returns which was known to **You** or any partner or director of **Yours** at the time such misstatement was made.

If such intent to deceive is shown **We** shall be entitled to recover any **Legal Expenses** paid in respect of such **Legal Proceedings**.

11 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.

12 Any criminal investigation or enquiry into taxation matters, including any investigation or enquiry by the Fraud Investigation Service (FIS) or Risk and Intelligence Service (RIS) of HM Revenue & Customs. Any investigation undertaken under HM Revenue & Customs Codes of Practice 8 or 9, or any prosecution arising therefrom.

6 Appeals to Statutory Bodies

What is covered	What is not covered
1 Appeal against an improvement, prohibition or suspension notice served on **You** under: A) the Health and Safety at Work etc. Act 1974; B) the Consumer Protection Act 1987; C) the General Product Safety Regulations 2005; D) the Food Safety Act 1990; E) the General Food Regulations 2004; or F) equivalent or amending legislation within the **Territorial Limits**.	1 Any costs involved in the review or rectification of matters identified in, or compliance with, an improvement, prohibition, or suspension notice. 2 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation.
2 Appeal against an information, assessment or enforcement notice served on You under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.	1 Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice. 2 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation. 3 Appeal against a penalty or penalty variation notice served on **You** under the Data Protection Act 2018 or other equivalent legislation within the **Territorial Limits**.
3 Appeal to the relevant statutory body or court concerning a decision by a registration authority to suspend, revoke, alter the terms of or refuses to renew a statutory licence.	1 Any costs involved in review or rectification of matters identified in or compliance with an improvement, prohibition, or suspension notice. 2 Any judicial review proceedings, or appeal proceedings other than as expressly provided for in the relevant legislation. 3 Any costs incurred in the routine application for or renewal of a statutory licence, or in applying for a replacement or amended licence following a suspension, revocation, alteration of the terms of, or refusal to review a statutory licence. 4 The pursuit or defence of **Legal Proceedings** between **You** and a government, public or local authority concerning the imposition of statutory charges.

7 Bodily Injury Recovery

What is covered

1 The pursuit of compensation by **You** following an event happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to **You**.

2 At **Your** request, the pursuit of compensation by any Partner, Director, or **Employee** following an occurrence happening during the **Period of Insurance** in the course of **Your Business** which causes bodily injury to any partner, director, or **Employee**.

3 Where an occurrence causing bodily injury to an **Insured Person** in the course of **Your Business** also directly causes bodily injury to a member of that **Insured Person's** immediate family, the pursuit of compensation by that immediate family member.

What is not covered

1 **Legal Expenses** arising from or relating to any illness or bodily injury which develops gradually or is not caused by a specific and sudden event.

2 Compensation in respect of bodily injury which is covered by a policy of liability insurance which **You** hold or are required to hold by law.

8 Contract Disputes

What is covered

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

What is not covered

1 **Legal Expenses** more than £5,000 in relation to any one **Dispute** or series of **Disputes** involving the same customer or supplier.

2 Any **Dispute** in respect of an amount less than £1,000 unless it forms part of a series of **Disputes** involving the same customer or supplier where the total amount in **Dispute** is more than £1,000.

3 Any **Dispute** about either the amount an insurer should pay to settle an insurance claim or the way a claim should be settled, including claims not paid.

4 Any **Dispute** involving recovery or payment of an undisputed debt.

5 Any **Dispute** in connection with the letting, tenancy, construction, extension, alteration, demolition, repair, renovation, or refurbishment of any premises.

6 Any **Dispute** in respect of a licence or franchise agreement.

7 Any **Dispute** relating to computer software or hardware that has been tailored by or on behalf of a supplier or by or on behalf of **You**.

8 Any **Dispute** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off trade secrets or confidential information.

9 Any **Dispute** relating to actual or alleged defamation or malicious falsehood.

10 Any **Dispute** relating to determination by **You** of a worker's employment or self-employment status or the application of IR35 (offpayroll working) rules.

11 Any **Dispute** relating to death, bodily injury, disease, or illness of any person.

12 Any **Dispute** relating to damage to any property including loss of use of such property.

13 The defence of **Legal Proceedings** alleging breach of any professional duty.

Claims Conditions

Notification

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

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

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

Special procedure for Employment Dispute claims

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

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

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

Observance

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

A) is aware of and understands the applicable terms and conditions of this Section of the **Policy**; and

B) is aware that their **Legal Expenses** may not be covered if any of these terms and conditions are breached.

Consent

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

1 Consent will be given where in **Arc's** reasonable opinion, having regard to all information made available to **Arc**, all the following criteria are met:

A) there is a 51% or greater chance of successfully pursuing or defending the **Legal Proceedings** for a **Dispute** covered under this **Policy**;

B) the chance of successfully pursuing or defending the **Legal Proceedings** has not been made worse than would otherwise be the case by any deliberate or reckless act or omission of the **Insured Person** which occurred after they first became aware of the **Dispute**;

C) **Legal Expenses** are proportionate to the damages that **You** are claiming in the **Legal Proceedings**. **Legal Expenses** more than the damages that **You** can claim from **Your** opponent will not be covered;

D) the amount of **Legal Expenses** payable is not expected to exceed the monetary loss which the **Insured Person** would be likely to incur in the absence of this **Policy** if the **Legal Proceedings** were not pursued or defended.

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

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

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

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

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

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

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

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

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

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

Representation

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

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

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

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

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

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

3 Each **Insured Person** must give the **Representative** and **Arc** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. The **Insured Person** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

4 **Arc** is entitled to obtain from the **Representative** any information, document, or advice relating to a claim under this insurance, whether or not legal privilege applies. On request the **Insured Person** will give any instructions necessary to ensure such access.

5 If the **Representative** wishes to instruct counsel or appoint expert witnesses the names of counsel or the expert witnesses must be submitted to **Arc** together with an explanation of the necessity for such action.

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

Arbitration

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

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

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

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

Withdrawal

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

2 Where **We** have provided an indemnity for **Legal Expenses** and the **Insured Person** withdraws from the **Legal Proceedings** without **Our** agreement, We shall be entitled to reimbursement for all **Legal Expenses** paid.

Payment and Recovery

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

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

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

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

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

2 The **Insured Person** through the **Representative** shall repay to **Us** any:

A) award of costs in favour of the **Insured Person**; or

B) costs agreed to be paid to the **Insured Person** as part of any settlement.

When the total amount of **Legal Expenses** incurred is within the **Limit of Indemnity**, the **Insured Person** and **Us** will share any **Legal Expenses** recovered according to the proportion paid.

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

Minimising Claims or Legal Proceedings

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

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

Intentional Wrongdoing, Fraud and Dishonesty

1 This **Policy** does not cover the **Legal Expenses** of an **Insured Person** in respect of **Legal Proceedings** which arise from their own intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct.

2 If an **Insured Person** admits or is found by a court or other competent authority to have engaged in such intentional wrongdoing, reckless actions, dishonesty, fraud, or malicious conduct then **We** shall be entitled to recover from such **Insured Person** any **Legal Expenses** which it has incurred on their behalf in respect of such **Legal Proceedings**.

Insolvency of Policyholder

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

Definitions

Arc

The administrator appointed by **Us** to manage claims under this Section of the **Policy**. Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Director

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

Dispute

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

Employee

Any person under a contract of service or apprenticeship with **You** in connection with the **Business**. This includes any trainee under **Your** control in connection with a government-approved training scheme.

Insured Person

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

Legal Expenses

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

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

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

Legal Proceedings

The pursuit or defence of legal **Disputes** or **Disputes** about statutory decisions.

Partner

A member of a partnership established under any of:

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

or any equivalent or subsequent legislation.

Representative

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

Territorial Limits

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

Transit Insurance

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

We will by payment (or at **Our** option by repair, reinstatement or replacement) indemnify **You** if any part of the **Property** suffers **Damage** within the **Territorial Limits** during any **Period of Insurance**.

The Insurance Provided

Section 1

A) In vehicles owned or operated by **You** while being loaded upon, carried by, temporarily housed upon or being unloaded from any such vehicle.

B) In the custody of **Your** travellers or agents:

  i) while travelling on **Business** including while contained in vehicles;

  ii) while deposited in any building not owned or occupied by **You** but only in respect of **Damage** as a result of fire, explosion, water damage, aircraft or articles dropped therefrom or theft involving entry to or exit from the building by forcible and violent means.

Section 2

Despatched by post, rail or road carrier while in the custody or control of the postal authority, railway board or any road carrier until delivered to the consignee's premises or in course of return transit to the **Premises**.

Provided that **Our** liability in respect of any claim arising out of any one happening or **Event** shall not exceed the **Limits of Liability**.

Section 3

Exhibitions

Damage by any cause to goods while at **Exhibitions** within the **Territorial Limits** excluding:

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

2 **Damage** resulting from dishonesty or insolvency of persons to whom goods are entrusted;

3 **Money** and securities;

4 goods left at any **Exhibition** premises for longer than seven days;

5 **Damage** to:

  A) machinery due to its own running or operation;

  B) goods by atmospheric or climatic conditions in respect of **Exhibitions** held in the open or in marquees or in tents;

  C) goods whilst being demonstrated, tested or worn.

6 **Damage** as a result of theft of goods left unattended at the **Exhibition** premises:

  A) during **Exhibition** opening hours;

  B) outside **Exhibition** opening hours unless theft involves entry to or exit from the room containing the goods by forcible and violent means or the **Exhibition** premises or site is patrolled by security personnel.

7 any amount in excess of the **Limit of Liability** for any one **Exhibition** as shown in the **Schedule**.

Provided that **Our** liability in respect of any claim arising out of any one happening or **Event** shall not exceed the **Limits of Liability**.

Plus in addition to Section 1 above:

We will indemnify **You** in addition to the **Limits of Liability** shown in the **Schedule** provided that vehicles owned or operated by **You** or **Your** travellers or agents are included in this insurance, in respect of:

1 additional costs reasonably incurred in:

  A) transhipping **Property** to another vehicle, delivering it to the original destination or returning it to the place of despatch following **Damage** to the **Property** or an accident to the conveying vehicle;

  B) removal of debris following **Damage** to the **Property** or an accident to the conveying vehicle;

  C) reloading onto any vehicle any **Property** if it falls from such vehicle.

  Limit of Liability any one **Event** £2,500

2 **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control whilst carried on any such vehicle.

  Limit of Liability any one **Event** £10,000

3 **Damage** to the personal effects belonging to the driver or attendant whilst carried by any such vehicle in the course of the employment of the driver or attendant with **You**.

Limit of Liability any one **Event**
in respect of any one person £500

4 Containers

Damage to containers belonging to **You** or leased or hired to **You** (or for which **You** are responsible).

Provided that:

A) the container is conveyed on a vehicle properly constructed for the purpose and is adequately secured to such vehicle;

B) the container is loaded onto and unloaded from the vehicle by taking all reasonable precautions; and

C) **Our** maximum liability under this Extension will not exceed:

i) £10,000 in total for all claims or series of claims, arising out of any one original cause, for any one container;

ii) subject to a maximum amount of £25,000 in the aggregate during any one **Period of Insurance**.

Conditions

1 **Underinsurance**

A) If at the time of **Damage** the **Limit of Liability** is less than the collective value of the **Property**; and/or;

B) If at the time of **Damage You** own or operate more vehicles than the number of vehicles specified in the **Schedule**,

You will be responsible for the difference.

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

If both sub-clauses A) and B) above are applicable then **We** will pay the lesser of the amounts calculated under sub-clause A) and B) (less **Your Contribution** and any applicable co-insurance).

2 **Reinstatement (Tools) Clause**

In the event of tools used by **You** in connection with the **Business** and insured by this Section being subject to **Damage**, the basis upon which the amount payable in respect of such property is to be calculated, will be the cost of Reinstatement subject to the **Provisions** set out below.

“Reinstatement” means:

A) the replacement of property lost or destroyed; or

B) the repair or restoration, of property damaged,

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

Provisions

1 No payment beyond the amount which would have been payable had this Clause not been operative will be made:

A) unless the work of Reinstatement is commenced and carried out with reasonable despatch;

B) until the cost of Reinstatement has been incurred; and

C) unless any other insurance covering **Your** interest in the property at the time of **Damage** is on the same basis of Reinstatement as this **Policy**,

and if no such payment is made, then the rights and liabilities of **Us** and **You**, will be those which would have applied had this Clause not been operative.

2 In the event of partial **Damage** to such property, **Our** liability for any loss will not exceed the cost which would have been incurred had such property been totally destroyed.

Exclusions

1 **Unattended vehicle security requirements (in respect of Vehicles owned or operated by You or in the custody of Your travellers or agents).**

We shall not be liable for theft of or from any unattended vehicle unless at the time of theft:

A) **Immobiliser**

any immobiliser and/or alarm system fitted to the vehicle was set in operation.

B) **Keys**

all keys were removed from the vehicle.

C) **Enclosed Area**

the stolen **Property** was contained within a fully enclosed area of the vehicle.

D) **Unattended Vehicle**

i) all doors, windows and other openings were left closed, securely locked and properly fastened; and

ii) entry or access to the vehicle was effected by forcible and violent means.

E) **Overnight Requirement**

Property left in or on any unattended vehicle for the night was protected in accordance with any other Unattended Vehicle Security Requirement(s) specified herein and the vehicle was either garaged in a building which was securely closed and locked or parked in a compound secured by locked gates.

F) **Coinsurance**

In the event of non-compliance with one or more of Unattended Vehicle Security Requirements numbered A) to E), if specified in the **Schedule**, **We** agree to provide indemnity subject otherwise to the **Policy** terms and conditions provided:

i) that **You** shall bear 20% of each and every agreed claim; and

ii) that all drivers, attendants, travellers and agents have been instructed in writing prior to entrusting them with any **Property** or at inception of this **Policy** as to their responsibility for compliance with such Unattended Vehicle Security Requirements.

2 **Climatic Conditions**

We shall not be liable in respect of vehicles owned or operated by **You** in respect of physical damage to **Property** caused by atmospheric or climatic conditions unless the **Property** was contained within a fully enclosed area of the vehicle or protected by vehicle sheets.

3 **Despatches by Post, Rail or Road Carrier**

We shall not be liable in respect of **Property** despatched by post, rail or road carrier:

A) consigned to or from any address outside the **Territorial Limits**;

B) originally despatched from outside the **Territorial Limits** unless such **Property** was unpacked and checked for quantity and quality prior to the commencement of any transit for which insurance is provided under this **Policy**;

C) **Damage** caused by or arising as a result of insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers unless the labelling or addressing was carried out by a party other than **You** or any **Employee** and such insufficiency, error or failure arose entirely without **Your** knowledge.

4 **Excluded Property**

We shall not be liable in respect of:

A) **Excluded Property**;

B) **Hi-tech Equipment** unless shown as “Insured” in the **Schedule**.

5 **Excluded Causes**

We shall not be liable for:

A) loss or **Damage** caused by or arising as a result of packing which was inadequate to withstand normal handling during transit;

B) **Property** carried by **You** for hire or reward;

C) **Property** whilst being driven under its own motive power or whilst being towed on its own road wheels;

D) mechanical, electrical and/or electronic breakdown, failure and/ or derangement of **Property** unless external damage to that **Property** has occurred and such damage is covered under this **Policy**;

E) **Property** whilst being dismantled, erected, commissioned or tested;

F) loss, damage or expense caused by or arising from depreciation, deterioration, mildew, mould, moth, vermin, ordinary wear and tear and/or any characteristic of the **Property** which in itself auses or gives rise to loss or damage irrespective of any other cause;

G) for loss of market, loss of profits, delay, business interruption, increased cost of working or loss of production and any other losses unless specifically stated in the **Policy**.

6 **Policyholder's Contribution**

We shall not be liable for **Your Contribution** being the first £25 of each and every claim (as ascertained after the application of the Underinsurance Condition) except in respect of **Property** despatched by post, rail or road carrier which shall be the first £10 of each and every claim.

7 **Radioactivity and Bio-chemical weapons**

We shall not be liable for any **Damage** caused by, or contributed to by, or arising from:

A) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

B) any weapon or device employing atomic or nuclear fusion and/or fusion or other like reaction or radioactive force or matter;

C) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:

   i) nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

   ii) radioactive matter, but not radioactive isotopes, other than nuclear fuel, where such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

D) any chemical, biological, biochemical or electromagnetic weapons.

8 **Terrorism**

We shall not be liable for any **Damage** or loss caused by, or contributed to by, or arising from **Terrorism**.

Definitions

Damage

Physical loss, damage or destruction.

Excluded Property:

A) **Money**, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature;

B) cash, credit, debit and/or charge cards;

C) documents, business records and/or information represented and/or stored in electronic form.

Exhibition(s)

Includes demonstration, trade fair or show.

Hi-tech Equipment

A) lap-top and/or palm-top computers;

B) plasma screens;

C) electronic organisers, digital cameras, camcorders and/or any other hand held devices designed for the recording, transmission and/or playing of sound and/or images and/or for the storage, management, use or communication of information and/or **Data**.

Limit of Liability

The maximum amount **We** will pay under this section of the **Policy** for any claim or series of claims arising out of any one **Event**.

Property

Property belonging to or for which **You** are responsible incidental to the **Business**.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including sea or air transits between these territories.

Terrorism

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear).

Deterioration of Stock Insurance

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

In the event of **Damage** by deterioration or putrefaction of **Stock in the Cold Chamber** of any refrigeration unit detailed in the **Schedule** while at the **Premises**:

1 due to the rise or fall in temperature resulting from any cause not hereunder excluded; or

2 due to the action of refrigerant fumes which have escaped from the refrigerated unit, during any **Period of Insurance**.

We will pay to **You** the amount of such loss or **Damage** but not exceeding as far as each item is concerned the **Sum Insured** or in all the Total **Sum Insured**.

The Insurance Provided

In consideration of **You** agreeing to pay **Us** an appropriate additional premium **We** will automatically reinstate the **Sum Insured** in full after **Damage** as insured by the **Policy** has occurred subject to:

1 the cause of such loss or **Damage** being rectified before reinstatement of the **Sum Insured** is effective;

2 such reinstatement not applying to the original loss or **Damage** nor to any succeeding loss or **Damage** arising out of the same continuous cause;

3 **Us** not giving **You** notice within 30 days of **You** reporting the loss or **Damage** to **Us** that **We** will not reinstate the **Sum Insured**.

Stock in the Cold Chamber

The term ‘stock in the cold chamber’ shall be deemed to include the stock which at the time of **Damage** giving rise to such deterioration or putrefaction is elsewhere on the **Premises** but which would in the normal course be placed in the said cold chamber.

Underinsurance

The **Sum Insured** by each Item is separately but similarly subject to the following **Condition**:

if the **Sum Insured** on stock shall at the commencement of any loss or **Damage** be less than 85% of the **Sum Insured You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

Exclusions

This section of the **Policy** does not cover:

1 **Property Damage Covers**

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

2 **Deliberate Act**

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

3 **Loss of goodwill or other consequential loss**

of any nature whatsoever.

4 **The Policyholder’s Contribution**

the first £50 of each and every loss borne by **You** or otherwise specified in the **Schedule** as ascertained after the application of the Underinsurance Condition.

5 **Riot or civil commotion in Northern Ireland**

6 **Cyber and Data**

any:

A) **Cyber Loss**; or

B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

Listed Covers shall mean the following:

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

7 **Age of the refrigeration unit**

Damage to the **Property Insured** arising from a refrigeration unit that is more than 15 years of age.

8 **Communicable Disease**

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

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

A) a **Communicable Disease**; or

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

A **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

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

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

Machinery Breakdown Insurance

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

The Insurance Provided

In the event of **Property** owned by **You** or for which **You** are responsible suffering **Damage** whilst situated anywhere within the **Territorial Limits** during the **Period of Insurance We** will in accordance with the provisions of this Insurance pay:

1 in respect of **Property** which at the time of **Damage** is less than or equal to two years old from the date of sale as new the cost of **Reinstatement**;

2 in respect of **Property** which at the time of **Damage** is greater than two years old from the date of sale as new, the value of the **Property** at the time of the **Damage** or the cost of repair of the **Damage** to a condition substantially the same as but not better or more extensive than the condition at the time of the **Damage** or at the option of **Us** the cost of **Reinstatement** or replacement of such **Property**;

plus

such additional cost of **Reinstatement** as may be incurred in complying with Building Regulations or local authority or statutory requirements,

provided that:

A) **Our** liability in total in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause shall not exceed £100,000 any one loss;

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

Where the basis of payment is to be **Reinstatement**, payment of **Reinstatement** shall not be made:

1 unless **Reinstatement** commences and proceeds without unreasonable delay;

2 until **Reinstatement** has been carried out;

3 **Costs of Replacement Equipment**

in the event of **Damage** to **Property** for which liability is admitted under this section of the **Policy We** will also pay the cost of hiring charges incurred by **You** for the necessary hire of substitute **Property** of a similar type and capacity until repair or replacement of the **Property** suffering **Damage** has been effected,

provided that:

A) **Our** liability for the cost of such hiring charges under this Extension shall not exceed £5,000 in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause;

B) in addition and subject to the **Sum Insured** any **Property** in respect of which such hiring charges are payable under this Extension shall be insured to the same extent as the **Property** which suffered **Damage**,

provided that:

the insurance shall not apply beyond the period of hire to which **Our** payment of hiring charges relates.

4 **Payment on Account**

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

Underinsurance

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

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

Condition

Special Precautions

You shall maintain the **Property** in efficient condition and fit for its purpose and shall ensure that any **Property** requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

Extensions

1 Temporary Removal

The cover provided by this section of the **Policy** also applies whilst the **Property** is temporarily located at premises or working sites in the European Community or European Free Trade Area for the purpose of repair, maintenance, overhaul or inspection of the **Property** including transit between its location within the **Territorial Limits** and such temporary locations,

provided that:

Our liability under this Extension shall not exceed £25,000 during transit by sea or air in respect of any one incident of **Damage** or series of incidents of **Damage** from a common cause.

2 Additional Property

Any additional **Property** owned by or leased to **You** of a similar class, type, function and capacity to the **Property** described in the **Schedule** is deemed to be included in this **Policy** once installation is completed and the **Property** is handed over to **You** and is ready to commence normal working,

provided that:

A) such **Property** is suitable for service free from material defects and in sound working condition;

B) such **Property** shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled;

C) such **Property** shall be covered only to the same extent as similar items of **Property** described in the **Schedule**;

D) if any such **Property** proves to be unacceptable to **Us** the insurance on that part of the **Property** shall terminate from the date of notification to **You**.

3 Temporary Repairs or Expediting Costs

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

provided that:

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

4 Debris Removal

We will pay for costs incurred with **Our** consent in the removal of **Property** consequent upon **Damage** for which cover is provided by this **Policy** but excluding any costs or expenses arising from pollution or contamination of property not covered by this **Policy**.

5 Measures taken in Avoidance of Damage

Subject to the terms and conditions of this section of the **Policy We** will pay costs incurred, with **Our** consent, by **You** in taking exceptional measures to avoid or mitigate impending **Damage** for which cover is provided by this section of the **Policy**,

provided that:

A) the impending **Damage** does not stem from any defect within any **Property**; and

B) **Damage** would be expected in the absence of such measures; and

C) **We** are satisfied that **Damage** has been avoided or reduced in consequence of the measures taken;

D) any one loss does not exceed £10,000.

6 Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this **Policy**) must conform to BS7121 specification for multiple lifting.

Exclusions

This section of the **Policy** does not cover:

1 Cyber and Data

any:

A) **Cyber Loss** or;

B) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, regardless of any other cause or event contributing concurrently or in any other sequence thereto, this shall not exclude:

i) subsequent **Damage** to **Property** directly caused by the fracturing of any part of the **Property** by frost when such fracture renders that part of the **Property** inoperative where such physical loss or damage directly results from a **Cyber Incident** or a **Cyber Act**;

ii) **Damage** to **Property** and any **Damage** to **Data** that itself arises directly as a result of **Breakdown** of **Property** arising solely and directly as a result of a **Cyber Incident** involving operator error in respect of use of **Data** only and provided always that **Our** liability shall not exceed £10,000 in the aggregate during the **Period of Insurance**.

2 Testing, Overloading and Repair

Damage caused by and occurring during testing or intentional overloading of the **Property** except for **Damage** caused by and occurring during the checking of the correct working of the **Property** or during the checking of safety installations in connection therewith during the normal operations of the **Property**.

3 Fire

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

4 Explosion

Damage caused by explosion.

5 Collapse

Damage caused by the sudden and dangerous distortion (whether or not attended by rupture) of any part of the boiler and pressure plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues).

6 Rubber Tyres

Damage to rubber tyres unless such **Damage** arises out of an accident for which cover is provided under this **Policy** to other parts of the **Property** or unless such **Damage** arises out of a malicious act which necessitates replacement of such tyres repair being impracticable.

7 Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) **Damage** caused by pollution or contamination which itself results from any **Damage**.

8 Corrosion or Erosion

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

9 Wear and Tear

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the **Property** but this Exclusion shall not apply to **Damage** to any other part of the **Property** free from any such condition.

10 Other Damage

A) scratching of painted or polished surfaces;

B) **Damage** to non-metallic protective linings, pipes or hoses, and driving or conveyor belts and batteries;

C) **Damage** to ropes (other than **Damage** resulting in complete severance),

unless forming part of other **Damage** for which cover is provided by this Section of the **Policy**.

11 Financial Loss

Loss of any kind whatsoever not specifically covered by this **Policy** including financial loss of profits, loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this **Policy**.

12 Building Regulations

A) the cost of complying with Building Regulations or local authority or statutory requirements:
   i) relating to **Property** which has not suffered **Damage** or portions of **Property** which have not suffered **Damage**;
   ii) under which notice has been served prior to **Damage**;

B) any rate, tax, duty, development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements.

13 Contribution

Your Contribution of £1,000.

Definitions

Damage

Physical loss, destruction or damage including any resultant loss of coolant, lubricant or insulant, refrigerant or brine due to:

A) the actual failure, breaking, distortion or burning out of any part of the **Property** whilst in use arising out of:
   i) mechanical or electrical defects in the **Property**;
   ii) failure or fluctuation of electricity supply;
   iii) **Damage** caused by the error or omission of the operator(s) during the normal operation of the **Property** other than in respect of any failure to maintain;

B) the fracturing of any part of the **Property** by frost when such fracture renders that part of the **Property** inoperative.

Property

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

A) chimneys, masonry, brickwork, foundations, racking shelving and supporting structures;

B) **Computer Systems** and **Data Processing Media** (unless linked and wholly dedicated to the control of any machine or production or treatment process);

C) office equipment including but not limited to communications or alarm systems, vending machines, games machines, typewriters, adding machines, calculators, facsimile machines and equipment for the printing or reproduction of documents or other records, cinema projection and sound equipment;

D) any item or part of **Property** sold supplied processed serviced, manufactured or stored in the course of **Your** trade or **Business**;

E) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation;

F) vehicles other than purpose-built lifting and handling machinery;

G) the contents of boiler and pressure plant;

H) machinery, plant or equipment that is used for research, diagnostic, treatment, scientific purposes, or of a prototypical, experimental or novel nature in use or application;

I) any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

J) any water piping other than, boiler feedwater piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system;

K) any wind generator sets, photo voltaic or solar electricity generating equipment of greater than 75Kw;

L) any Biomass or Biogas Installation;

M) any Hydroelectric Installation.

Reinstatement

A) where any item of **Property** suffers **Damage** to the extent that it cannot be economically repaired or replaced by new **Property** of equal performance or capacity or if such be impossible replacement by new **Property** having the nearest overall performance or capacity to the **Property** which has suffered **Damage**;

B) where any item of **Property** otherwise suffers **Damage** the repair of the **Damage** and the restoration of the portion of **Property** suffering **Damage** to a working condition substantially the same as but not better or more extensive than its condition when new.

Territorial Limits

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

General Exclusions

(Exclusions not applicable to the whole Policy are shown in the individual Insurance section)

We shall not be liable for:

1 Radioactive Contamination

(except Liability Insurance Section 1 – Employers' Liability)

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

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

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

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

2 War and Allied Risks

(except Liability Insurance Section 1 – Employers' Liability)

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

This Exclusion will not apply to **Damage** to the **Property** from or occasioned by the detonation of munitions of war or parts thereof within 1 mile of the **Premises** provided that the presence of such munitions does not result from a state of war current at the time of **Damage**.

3 Acts of Authorities

We shall not be liable for loss caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any central or local government or agency of such government.

4 Terrorism

(except Liability Insurance, Terrorism Insurance, Personal Accident Insurance and Legal Expenses Insurance)

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

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

B) in Northern Ireland civil commotion.

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

In Great Britain and Northern Ireland Terrorism means:

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

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

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

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 **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.

5 Cyber and Data

(except Deterioration of Stock Insurance, Liability Insurance, Terrorism Insurance, Fidelity Insurance, Personal Accident Insurance, Legal Expenses Insurance and Machinery Breakdown Insurance)

any:

A) **Cyber Loss**; or

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

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

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

Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, beverages or oil, Impact, Sprinkler Leakage or Theft.

6 Disease

(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance, Deterioration of Stock Insurance and Legal Expenses Insurance)

A) subject to clause B) and notwithstanding anything in this **Policy** to the contrary and except to the extent expressly provided by the Specified Disease Extension to the Property Damage and Business Interruption Insurance section herein this **Policy** does not cover loss (whether physical or otherwise), destruction, or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by, or in any way attributable to:

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

   ii) any disease arising from any such pathogen or microorganism; or

   iii) the threat or fear (actual or perceived) of i) or ii). Clause A) does not exclude any cover otherwise provided by this **Policy** for:

B) Clause A) does not exclude any cover otherwise provided by this **Policy** for:

   i) **Damage** which itself results from a **Defined Peril** caused by any of sub-clauses A) i) to iii);

   ii) loss due to interruption or interference with Y**our Business** directly caused by such **Damage**.

For the purposes of this clause a **Defined Peril** shall mean the following **Covers** only unless otherwise excluded by this **Policy**:

Fire, Explosion, Lightning, Aircraft, Earthquake, Riot and malicious persons, Storm or Flood, Escape of water, beverages or oil, Impact, Sprinkler Leakage or Theft.

General Conditions

1 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.

2 Alterations

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 any **Employees**,

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

3 Contribution

A) **Applicable to Property Damage, Business Interruption, Transit, Deterioration of Stock, and Machinery Breakdown Insurances only:**

If at the time of any claim, there is any other insurance covering **Your Interest** in the **Property Damaged**, **Our** liability under this **Policy** shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

In respect of Property Damage and Transit only:

i) if any such other insurance is subject to any Underinsurance Provision, this **Policy**, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner;

ii) if any other insurance effected by or on behalf of **You** is expressed to cover any of the **Property** insured but is subject to any provision whereby it is excluded from ranking concurrently with this **Policy** either in whole or in part or from contributing rateably to **Damage**, **Our** liability shall be limited to such proportion of the **Damage** as the **Sum Insured** bears to the value of the **Property**.

B) **Applicable to Liability Insurance**

Other than in respect of Extension 3 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction **We** will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this **Policy** it would have been provided by such insurance.

C **Applicable to Fidelity Insurance**

If a loss is covered partly under this **Policy** and partly under a prior policy issued by another insurer, provided payment has been made or agreed to be made under such prior policy, the **Contribution** applicable under this **Policy** shall be reduced by the **Contribution** actually applied under such prior policy.

4 Legal Representation

A) **Applicable to Liability Insurance**

Where **We** provide **Our** consent to indemnify **You** in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this **Policy**, **We** will choose an appropriate representative (be it a solicitor or otherwise) to act on **Your** behalf.

We will provide **You** with details of the nominated appropriate representative prior to the representative's instruction.

In the event that **You** wish to appoint **Your** own representative, **You** shall provide prior notification of **Your** intention to do so and seek **Our** written consent.

You agree that in respect of **Your** proposed representative:

i) the hourly rate (or such other fee basis as the case may be) to apply; and

ii) the terms and conditions of such appointment shall be subject to **Our** prior approval.

In the event of a dispute regarding the amount of legal costs incurred by **Your** representative **You** agree that **We** will have the option to audit any files for the purpose of assessing the costs claimed.

B) **Applicable to Legal Expenses Insurance**

Refer to Claims Conditions – Representation within the Legal Expenses Insurance section.

5 Reasonable Precautions

You shall 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 reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

6 Asbestos

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

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

7 Rights of Recovery

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

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

8 Our Liability

For all purposes, including but not limited to the application of the **Sums Insured**, limits of liability or **Limits of Indemnity** and consideration of when and how the **Policy** will respond, all parties included in the definition of **You** in the **Schedule**, shall constitute one policyholder, or one party, or legal entity, so that there will be only two parties to the contract of insurance between **You** and **Us**.

General Definitions

Where written in this policy, starting with a capital letter and appearing in bold, the following words will have the specific meaning shown.

Business

The Business Description of the **Policyholder** as stated in the **Schedule**.

Computer System

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

Contribution

The first monetary amount of any claim borne by **You** after the application of all other terms and conditions as described in the relevant Insurance section.

Covers

The active efficient causes of **Damage** including excluded causes.

Cyber Act

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

Cyber Incident

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

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

Cyber Loss

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

Damage

Physical loss destruction or damage.

Damaged

Physically lost destroyed or damaged.

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

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

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

Interest
Where loss, damage or injury would cause financial loss to **You**.

Intruder Alarm System
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**.

Limit of Indemnity
The amount stated in the **Policy** and/or **Schedule** as being the total amount payable by **Us** in respect of any one **Event**.

Period of Insurance
The period of time that the **Policy** is in force as shown in the **Schedule**.

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

Policyholder/You/Your/Yourself
The Policyholder shown in the **Schedule**.

Premises
The premises owned, occupied, leased or rented by **You** as stated in the **Schedule**.

Premium
The monetary amount paid or payable by **You** for coverage under the **Policy**.

Property
The material assets owned by **You** or those material assets for which **You** are legally responsible.

Schedule

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

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.

Sum Insured

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

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

Vermin

Any wild small mammal or bird (but not pets) that causes damage as part of its ordinary nature such as nesting, feeding or burrowing.

We/Us/Our/Intact Insurance

Intact Insurance UK Limited
22 Bishopsgate
London
EC2N 4BQ

Your Personal Information

Data privacy is important to **Us** and **We** are committed to ensuring that personal data is protected. **Our** Privacy Notice details how **We** collect, use, share, and protect personal data. This can be found by going to **Our** website intactinsurance.co.uk/privacy-notice

If **You** would like a printed copy of the full notice (a large text version is available), please contact **Us**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

We obtain **Your** personal data and that of any joint policyholders or other parties who may be covered by **Your Policy** from **You** or those individuals themselves, **Your** insurance broker if **You** have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage **Your** application, quotation and/or **Policy**;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet **Our** legal and regulatory requirements.

We will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, **We** may need to share personal data with:

- other parties involved in a claim and/or their representatives.
- contractors, partners, and suppliers who assist **Us** in the administration of **Your** application, quotation and/or **Policy** or help **Us** to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil **Our** legal, commercial, and regulatory obligations.

We will retain **Your** personal data (and that of any joint policyholders or other parties who may be covered) for as long as **We** have a business relationship with **You**. Once this relationship has ended (for example, **Your Policy** has expired, **Your** application is declined or **You** do not proceed with a quotation) **We** will only retain such personal data for as long as is necessary to satisfy **Our** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives **You** various rights over **Your** personal data. More details of these rights can be found in **Our** Privacy Notice.

You may request a copy of **Your** personal data from **Us** by writing to:

Data Protection Officer
Intact Insurance
The Capital Building
39 Old Hall Street
Liverpool
L3 9PP

Email: datasubjectrights@intactinsurance.co.uk

Making a Complaint

Our commitment to customer service

At Intact Insurance **We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right.

Our promise to You

We will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep **You** informed of progress;
- do everything possible to resolve **Your** complaint;
- ensure **You** are clear on how to escalate **Your** complaint, if necessary.

Step 1

If **Your** complaint relates to **Your Policy** then please contact the sales and service team in the office which issued the **Policy** or **Your** broker. If **Your** complaint relates to a claim, then please call the claims helpline number shown in this **Policy** wording.

We aim to resolve **Your** concerns on an informal basis, within three business days. Where **We** have been able to, **We** will send **You** a letter confirming this. **We** will also explain how **You** may be able to refer the matter to the Financial Ombudsman Service if **You** subsequently decide that **You** are unhappy with the outcome.

Step 2

In the unlikely event that **We** are unable to resolve **Your** concerns through **Our** informal complaints process, **Our** Customer Relations Team will then review the matter on behalf of **Our** Chief Executive. Once **Our** Customer Relations Team have reviewed **Your** complaint, they will send **You** a final decision in writing within 8 weeks of the date **We** received **Your** complaint.

Our Customer Relations Team's contact details are as follows:

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

Email: customerrelations@intactinsurance.co.uk

If You are still not happy

If **You** are still unhappy after our Customer Relations Team's review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaints to the Financial Ombudsman Service. This does not affect **Your** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at www.fscs.org.uk.

UKC05618 October 2025