



# BUSINESS INSURANCE POLICY

For ClubPM, ClubEX and Nightscene Insurances

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT IN A SAFE PLACE

Do not wait until you have a claim before you read and understand this Policy – please read it now and keep it in a safe place

In particular make sure that

All the details shown in the **Schedule** are correct (let your Insurance Broker know immediately if any changes are necessary)

You have read the conditions relating to those Sections covered including the General Conditions and Exclusions

You understand the notes on how to make a claim as stated in General Conditions & your duties in respect of Ministry of Justice Portal Claims as outlined in this guide below

You understand the notes and how to make a complaint as stated in the Complaints Section

If you have any queries about the Policy do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Broker

### **Important**

This policy has been prepared in accordance with Your instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with Your requirements and the You understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

You should immediately notify the Insurer via your insurance broker or other intermediary of any changes which may affect the insurance provided by this policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate schedules and/or endorsements which You should file with the Policy. You should refer to these schedules and/or endorsements and the Policy to ascertain precise details of cover currently in force.

In the event of a claim or any circumstances that is likely to result in a claim you must immediately notify the nominated claims handlers as specified in your schedule.

## **YOUR OBLIGATIONS UNDER THE POLICY AND CONDITIONS PRECEDENT**

The policy imposes certain obligations upon the INSURED which if not complied with may invalidate the insurance or a claim.

Some of these obligations are expressed to be Conditions Precedent. Conditions Precedent are extremely important. If the INSURED is in breach of any of these obligations at the time of a loss INSURERS will have no obligation to cover the INSURED in relation to any claim for than loss. However is a Condition Precedent is intended to reduce the risk of loss or a particular kind, at a particular location or at a particular time, INSURERS will not rely on the breach of that Condition Precedent to exclude, limit or discharge INSURERS liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Subject to any other rights which INSURERS may have under and/or with respect to the validity of the policy, the policy will remain in existence.

If the INSURED is unable to comply with any Condition Precedent the INSURED should contact the INSURERS as soon as reasonably possible, and in any case within 3 (three) working days, through the INSURED's Agent. INSURERS will decide whether INSURERS might be prepared to agree a variation of the POLICY.

All Conditions Precedent remain effective unless the INSURED received written confirmation of a variation from INSURERS through the INSURED's Agent.

## FAIR PRESENTATION OF THE RISK

- a) At inception and renewal of this **POLICY** and also whenever changes are made to it at the **INSURED'S** request the **INSURED** must:
- i) disclose to the **INSURERS** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the **INSURED** does not comply with clause (a) of this condition the **INSURER** may:
- i) avoid this **POLICY** which means that the **INSURER** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the **INSURED** is proven by the **INSURER** to be deliberate or reckless in which case the **INSURER** will not return the premium paid by the **INSURED**; and
  - ii) recover from the **INSURED** any amount the **INSURER** has already paid for any claims including costs or expenses the **INSURER** has incurred.
- c) If the **INSURED** does not comply with clause (a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **POLICY** may be affected in one or more of the following ways depending on what the **INSURER** would have done if the **INSURER** had known about the facts which the **INSURED** failed to disclose or misrepresented:
- i) If the **INSURER** would not have provided the **INSURED** with any cover the **INSURER** will have the option to:
    - 1) avoid the **POLICY** which means that the **INSURER** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from the **INSURED** any amount the **INSURER** has already paid for any claims including costs or expenses the **INSURER** has incurred.
  - ii) If the **INSURER** would have applied different terms to the cover the **INSURER** will have the option to treat this **POLICY** as if those different terms apply. The **INSURER** may recover any payments made by the **INSURER** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
  - iii) If the **INSURER** would have charged a higher premium had the material fact been disclosed or not been misrepresented, the **INSURER** may reduce proportionately the amount to be paid on any claim. For the purpose of this clause "reduce proportionately" means the proportion for which the **INSURER** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **INSURER** would have charged had the **INSURED** made a fair presentation.

e.g. If the additional premium required due to the non-disclosure or misrepresentation is 20% of the original premium then **INSURERS** can reduce the value of the claim by 20%.

If the **INSURER** would have underwritten this **POLICY** or agreed to the variation on different terms (other than in relation to the premium charged), the **INSURER** shall be entitled to impose all such terms by giving the **INSURED** written notice of all such additional terms. Any additional term notified shall take effect as if imposed from the inception of this **POLICY** or the date of the variation.
- d) Where this **POLICY** provides cover for any person other than the **INSURED** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **INSURER** will not invoke the remedies which might otherwise have been available to the **INSURER** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **INSURED**.

Provided always that if the person concerned or the **INSURED** acting on their behalf makes a careless misrepresentation of fact the **INSURER** may invoke the remedies available to the **INSURER** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the **POLICY** unaffected.

## FRAUD

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **INSURED** or anyone acting on the **INSURED'S** behalf to obtain any benefit under this **POLICY** or if any loss or **DAMAGE** is occasioned by the wilful act or with the connivance of the **INSURED INSURERS** may:

- a) refuse to pay the claim; and
- b) terminate the policy from the date of the fraudulent act and retain any premium paid under the **POLICY**.

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## General Definitions in respect of All Sections

### 1) Underwriters

as stated in the **Schedule** of Subscribing **Underwriters**

### 2) the Insured

Means the person(s) company or firm named as “the **Insured**” in the **Schedule** whilst carrying on the **Business** and any associated or subsidiary company of the **Insured** and which is named in the **Schedule** operating in or from **premises** within the **Territorial Limits**.

At the request of the **Insured** and in respect of Section G only this definition is extended to include:

- i) any director or **Employee** of the **Insured** while acting on behalf of or in the course of their employment or engagement in respect of liability for which the **Insured** would have been entitled to indemnity under this **Certificate** if the claim against any such person had been made against the **Insured**
- ii) any officer member or **Employee** of the **Insured**'s social sports or welfare organisation or fire first aid or ambulance service in their respective capacity as such
- iii) any director partner or senior official of the **Insured** in respect of private work carried out by any **Employee** of the **Insured** for any such person with the consent of the **Insured**

In the event of the death of the **Insured** the personal representatives of the **Insured** in respect of liability incurred by the **Insured**

Provided that if indemnity is extended to any party described above that party shall be subject to the terms of this **Certificate** so far as they can apply and in any event the liability of the **Underwriters** shall not exceed the **Limit of Indemnity**

### 3) Period of Insurance

means the period specified in the **Schedule** and/or such other period(s) agreed by the **Underwriters**

### 4) Business

The **Business** stated in the **Schedule** and in respect of Section G only this definition is extended to include:

- i) the ownership and maintenance of **premises** which are also occupied by the **Insured** in the course of the **Business**
- ii) the provision and management of canteen social sports educational and welfare organisations for the **Insured**'s Employees
- iii) the provision and management of first aid fire and ambulance services
- iv) private work carried out with the consent of the **Insured** for any director partner or officer of the **Insured** by an Employees of the **Insured**
- v) participation by the **Insured** in exhibitions held in member countries of the European Community

### 5) Premises

The **Premises** stated in the **Schedule** or any **premises** within the situation stated in the **Schedule**

### 6) Excess

The first amount of each and every claim which the **Insured** has to bear after all the terms of the **Certificate** have been applied

### 7) Territorial Limits (other than in respect of Section A extension 18)

**United Kingdom**

### 8) United Kingdom

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

**9) Certificate**

means and includes:

- i) any information provided to the **Underwriters** as part of a proposal for issue renewal or amendment of or to the insurance set out in this document
- ii) all terms provisions exceptions conditions Sums Insured and **Limits of Indemnity** set out in this document
- iii) the **Schedule** notices and other documents attaching from time to time
- iv) all endorsements incorporated in and issued from time to time for incorporation in this document all of which shall be read together and constitute the contract of Insurance

**10) Terrorism**

means an act, including but not limited to the use of force or violence and/or the 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.

**11) Schedule**

means the **Schedule** for the time being in force

## Definitions

For the purposes of this Section only the following Definitions apply

### Buildings

The **building(s)** at the **premises** including

- 1 landlord's fixtures and fittings in or on the **buildings**
- 2 walls gates and fences car parks yards private roads pavements and paths all on the same **premises**
- 3 piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **Insured's** responsibility and so far as they are not otherwise **Insured**
- 4 glass as described in Extension 1. Glass of this Section

### Damage

Damage means physical loss destruction or damage

### The Insurance

This Section covers the property described at the **premises** for amounts not exceeding the limits or sums insured all of which are set forth in the **Schedule** provided that the **premises** are occupied by the **Insured** for the purposes of the **Business** and the **buildings** are constructed:

- a) as stated and contained within the proposal form and/or declaration signed and dated by the **Insured**  
or in the absence of a proposal form or declaration
- b) as stated in the information provided by the **Insured** and/or their agent.  
or in the absence of any construction information
- c) of brick stone or concrete and the external surface of the roof consists of slates tiles metal concrete asphalt and/or sheets or slabs composed entirely of incombustible mineral ingredients and maintained in a satisfactory condition

The **Underwriters** agree to the extent and in the manner provided herein to indemnify the **Insured** against **damage** to the said property occurring during the **period of insurance** directly caused by the following perils provided such perils are indicated as operative in the **Schedule** attaching hereto

### Insured Perils and Specific Exclusions

- 1 (a) Fire and/or lightning  
(b) Fire consequent upon explosion wherever the explosion occurs  
excluding
  - (i) The amount of **Excess** shown in the **Schedule**
  
- 2 Explosion  
excluding
  - (i) **damage** by explosion (other than **damage** by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
  - (ii) the amount of **Excess** shown in the **Schedule**
  
- 3 Aircraft and other aerial devices or articles dropped there from  
excluding
  - (i) The amount of **Excess** shown in the **Schedule**
  
- 4 Earthquake shock or fire directly or indirectly caused by earthquake and subterranean fire  
excluding
  - (i) The amount of **Excess** shown in the **Schedule**
  
- 5 (a) Storm or tempest excluding **damage** directly or indirectly caused by flood or frost  
(b) Flood  
(c) Bursting or overflowing or leakage of water pipes water mains water tanks or water apparatus excluding any sprinkler installation or boilers other than domestic boilers  
(d) Sudden and unexpected escape of oil from any fixed domestic heating installation  
excluding
  - (i) the amount of **Excess** shown in the **Schedule**
  - (ii) **Damage**
    - (a) as a result of repairs to or removal or extension of water pipes mains tanks or apparatus
    - (b) by bursting or overflowing or leakage occurring whilst the **premises** are vacant or unoccupied but this exclusion shall not apply whilst the **premises** are normally closed outside **Business** hours or for holidays or weekends
    - (c) to property in the open
    - (d) to gates or fences unless lost destroyed or damaged by the fall of brickwork or masonry caused by an Insured Peril
  - (iii) **damage** whether caused directly or indirectly by
    - (a) subsidence landslip or heave
    - (b) fire lightning or explosion
  
- 6 Any person taking part in a riot strike labour disturbance or civil commotion or any person of malicious intent  
excluding
  - (a) the amount of **Excess** shown in the **Schedule**
  - (b) **damage** following confiscation destruction requisition or seizure by order of the government or any Public Authority
  - (c) **damage** whether caused directly or indirectly by
    - (i) fire
    - (ii) theft or attempted theft
    - (iii) total or partial cessation or interruption or retarding of work or of any commercial or industrial processor operation
  
- 7 Impact by any vehicle (or goods falling there from) or animal  
excluding
  - (i) the amount of **Excess** shown in the **Schedule**



- 8 Theft or attempted theft including **damage** caused to the **buildings** of the **premises** for which the **Insured** is responsible excluding
- (i) **damage** caused by such theft or attempted theft
    - (a) unless following
      - (i) entry to or exit from the **premises** by forcible and violent means
      - (ii) assault violence or threat thereof to the **Insured** the **Insured's** Employees or persons to whom the **Insured's** property is entrusted
    - (b) of property by or in collusion with any of the **Insured's** **Employees** or inmates of the **premises** or persons to whom the **Insured's** property is entrusted
    - (c) of property in any yard or open space
    - (d) resulting in fire or explosion
    - (e) to glass which is more fully Insured by a fire or glass insurance
    - (f) to money medals documents of title or Business books
    - (g) to the **premises** exceeding 15% of the total sum insured by this Section where Item (i) **Buildings** is not insured
  - (ii) the amount of **Excess** shown in the **Schedule**
- 9 All risks of **damage** other than **damage** caused by perils 1 to 8 inclusive above occurring during the **period of insurance** at the **premises** and subject to the sum Insured specified in Section A of the **Schedule** excluding
- (a) **damage** to any **building** or foundation caused by or following upon subsidence collapse heave landslipsettling cracking shrinking or expansion
  - (b) mechanical and/or electrical derangement and/or breakdown
  - (c) **damage** caused by moth vermin or insect wear tear gradual deterioration rust or oxidation rot mould or mildew inherent vice latent defect mysterious disappearance or unexplained shortage
  - (d) **damage** caused by faulty manipulation scratching or denting or loss of magnetism and/or erasure of tapes or faulty projection shortage in weight contamination or taint
  - (e) **damage** to articles of a brittle nature unless such **damage** is caused by burglars thieves or fire and/or **damage** to glass
  - (f) loss by delay loss of market or consequential loss of any description
  - (g) **damage** which may be sustained whilst the property insured is actually being worked upon or is under any process and directly resulting there from
  - (h) **damage** caused by climatic or atmospheric conditions or extremes of temperature
  - (i) infidelity or dishonesty by the **Insured** or any **Employee(s)** of the **Insured**
  - (j) **damage** which is specifically excluded under perils 1 to 8 inclusive above
  - (k) the amount of **Excess** shown in the **Schedule**
- 10 **damage** to the property insured caused by subsidence heave or landslip excluding
- (a) **damage** to yards car parks roads pavements paths walls gates and fences unless also affecting a building insured hereby
  - (b) **damage** caused by or consisting of
    - (i) the normal settlement or bedding down of new structures
    - (ii) the settlement or movement of made up ground
    - (iii) coastal or river erosion
    - (iv) defective design or workmanship or the use of defective materials
    - (v) the escape of water from any tank apparatus drain or pipe
  - (c) **damage** which originated prior to the inception of this cover
  - (d) **damage** resulting from demolition construction structural alteration repair of any property ground works or excavation at the **premises**
  - (e) the amount of **Excess** shown in the **Schedule**

**Special Condition**

In so far as this insurance relates to **damage** caused by peril 10

- (a) the **Insured** shall notify the **Underwriters** immediately the **Insured** becomes aware of any ground works excavation or construction being carried out on any adjoining site
- (b) the **Underwriters** shall then have the right to vary the terms or cancel this cover

**Extensions (subject to the terms provisions limits exclusions and conditions of this Section)**

**1 Glass and Signs**

This Section covers **damage** to glass fixed in the windows and doors of the **buildings** and signs attaching to the **buildings** at the **premises** but only if the cost of the replacement of such glass or sign has to be borne by the **Insured** In addition the **Underwriters** will cover the cost of boarding up pending replacement of glass following such damage Cover also includes internal glass fitted in counter cases display units and the like

The **Underwriters** shall not be liable for

- (a) the cost of removing or restoring frames or fittings
- (b) **damage** arising from repairs decorations additions alterations to the **premises** or glass whilst being fitted
- (c) **damage** due to dilapidation or deterioration of framework
- (d) consequential loss caused by delay or interruption of the **Business**
- (e) the first £50 of each and every loss

In the event of damage all glass shall be considered plain and of ordinary glazing quality unless specifically mentioned in Section A of the **Schedule**

**2 Additions**

This Section is extended to include from the time the **Insured** became responsible therefore, newly acquired **Buildings** and Machinery insofar as they are not otherwise insured and alterations and additions and improvements to the property but not in respect of any appreciation in value during the current **period of insurance** at the **Premises** provided that:

- (a) this cover shall not exceed 10% of the total Sum Insured hereunder or £500,000 whichever is the less
- (b) the **Insured** undertakes to give particulars as soon as practically possible and within 6 months and to effect specific insurance thereon retrospective to the date of commencement of **Underwriters'** liability

**3 Spontaneous Heating**

Where fuel is insured by this Section damage caused by its own spontaneous heating or combustion is covered notwithstanding anything in the **Certificate** contained to the contrary

**4 Workmen**

Workmen may be employed to effect repairs decoration general maintenance and minor alterations up to a contract value limit of £10,000 without prejudice to the insurance granted under this Section subject to the following which are conditions precedent to the **Underwriters** liability under this Section

- (a) the **Insured** shall ensure that any workmen or others so employed shall have in force adequate liability insurance for the whole of the period during which they are employed
- (b) Where such work involves the application or generation of heat the **Insured** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **damage**

This Section does not cover **damage** caused by contractors on the **premises** for the purpose of carrying out contract works or substantial alterations or extensions (including under JCT or other contract conditions) unless agreed by the **Underwriters** in advance and if so agreed the above conditions shall apply

**5 Liability as a Tenant for Damage to the Buildings**

This Section is extended to include all sums which the **Insured** shall become legally liable to pay as tenant and not owner of the **premises** up to 10% of the total sum Insured on contents for **damage** to the **buildings** of the **premises** other than gates and fences) directly caused by any operative Insured Peril and for the cost of repairing accidental **damage** to fuel oil pipes underground water supply and gas pipes and electricity or telephone cables which extend from the **premises** to the public mains provided that the **buildings** are not Insured by this **Certificate**

**6 Loss of Rent Payable**

This Section is extended to include loss of Rent payable by the **Insured** should **damage** by any operative Insured Peril render the **buildings** of the **premises** uninhabitable but only in respect of and not exceeding 10% of the sum Insured on the **buildings** for a maximum term of 12 months or the sum Insured and term stated in Section A of the **Schedule** whichever be the greater. In no case shall the amount payable exceed such proportion of the said percentage of the sum Insured on the **buildings** or the sum Insured stated in Section A of the **Schedule** as the period necessary for reinstatement bears to the term of Rent Insured

**7 Removal of Debris**

Within the limits of the sum Insured on **buildings** and Machinery Plant and All Other Contents this Section is extended to include costs and expenses necessarily incurred by the **Insured** with the consent of the **Underwriters** in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property lost destroyed or damaged by an operative Insured **Peril**

The **Underwriters** will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property lost destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not Insured by this **Certificate**

**8 Accidental Damage to Supply Pipes**

This Section is extended to include the cost of repairing accidental **damage** to fuel oil pipes or underground water supply sewage or gas pipes electricity or telephone cables or other pipes and trunking extending from the **premises** to the public mains provided that the **buildings** of the **premises** are also Insured by this Section of the **Certificate**

**9 Breakage of Aerials**

This Section is extended to include breakage or collapse of radio and television aerials satellite dishes their fittings and masts resulting from an Insured **Peril**

**10 All Other Contents**

It is agreed that the term "All Other Contents" is understood to include

- (a) documents manuscript and **Business** books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the **Insured** of the information contained therein
- (b) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the **Insured** of the information contained therein for an amount not exceeding £5,000. This paragraph overrides General Exclusion 1.(a) of this **Certificate**
- (c) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement

and so far as the same are not otherwise Insured

- (d) directors **Employees** visitors and customers pedal cycles tools instruments and other personal effects for an amount not exceeding £400 in respect of each person
- (e) money and stamps (other than National Insurance Stamps) for an amount not exceeding £250. Subject to Section C Money not being covered

**11 Accidental Damage to Sanitary Fixtures**

This Section is extended to include accidental **damage** to sanitary fixtures forming part of the **buildings** excluding

- (a) **damage** whilst the **buildings** are unoccupied
- (b) **damage** to such property not in sound condition
- (c) the first £50 of each and every loss

**12 Contents away from the Premises**

Property other than any Stock or Materials in trade is included up to a limit of 10% of the sum Insured under Item (ii) whilst temporarily removed from the **premises** but remaining in the **Territorial Limits** but excluding damage as a result of theft and whilst in transit

**13 Tenants Improvements**

The insurance by each item covering Contents other than those applying to Stock and Materials in trade is understood to include tenants alterations and improvements to and decorations of landlord's property but only insofar as the same is not recoverable under any other insurance

**14 Outbuildings**

Unless specifically Insured annexes small outbuildings and their contents including all supporting structures the property of the **Insured** or for which the **Insured** is responsible are held to be **Insured** under the Item applying to the **buildings** to which such property is attached or belongs

**15 Reinstatement of Loss**

In the event of any claim having occurred under this Section and in the absence of written notice by the **Insured** to the contrary within 30 days of the **damage** the amount of insurance cancelled by such claim shall be automatically reinstated as and from the date of the **damage** the **Insured** undertaking to pay the appropriate additional premium for such reinstatement from that date

**If the Buildings are Insured by this Certificate this Section also includes**

**16 Professional Fees**

Within the limits of the sum Insured on **buildings** architects and other fees necessarily incurred in the reinstatement of the property Insured consequent upon its **damage** by any Insured Peril but specifically excluding any such fees incurred in preparing a claim. The amount payable shall not exceed the scale of fees authorised by the respective professional institutes

**17 Public Authorities**

Within the limits of the sum Insured on **buildings** such additional cost of reinstatement of the property **Insured** which has been lost destroyed or damaged by any peril hereby Insured against as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority

Provided always that

1. the amount recoverable under this extension shall not include
  - (a) the cost incurred in complying with any of the said regulations or bye-laws
    - (i) in respect of **damage** occurring prior to the granting of this extension
    - (ii) under which notice has been served upon the **Insured** prior to the happening of the damage
    - (iii) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance) of that portion of the property lost destroyed or damaged
    - (iv) in respect of **damage** not Insured by this **Certificate**
  - (b) the additional cost that would have been incurred to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the said regulations or bye-laws not arisen
  - (c) the amount of any rate tax duty development or other charges or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the said regulations or bye-laws
2. the work of reinstatement must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the said regulations or bye-laws so necessitate) subject to the liability of the **Underwriters** under this extension not being thereby increased
3. if in respect of any property the liability of the **Underwriters** apart from this extension shall be reduced by the application of any of the terms and conditions of the insurance of which this extension forms part then the liability of the **Underwriters** under this extension in respect of any such property shall be reduced in the same proportion

**18 Individual Items All Risks Extension**

It is hereby noted and agreed that in respect of the items referred to within the Individual Items All Risks Extension on the **Schedule**, the following all risks extension is applicable:

All risks of **damage** other than **damage** caused by perils 1 to 8 inclusive occurring during the **period of insurance** within the **Territorial Limits** (as stated below) and subject to the sum Insured specified in Section A of the **Schedule**

**Territorial Limits:** as detailed in the Individual Items All Risks Extension in the **Schedule**

excluding

- (a) **damage** to any **building** or foundation caused by or following upon subsidence collapse heave landslip settling cracking shrinking or expansion
- (b) mechanical and/or electrical derangement and/or breakdown
- (c) **damage** caused by moth vermin or insect wear tear gradual deterioration rust or oxidisation rot mould or mildew inherent vice latent defect mysterious disappearance or unexplained shortage
- (d) **damage** caused by faulty manipulation scratching or denting or loss of magnetism and/or erasure of tapes or faulty projection shortage in weight contamination or taint
- (e) **damage** to articles of a brittle nature unless such **damage** is caused by burglars thieves or fire and/or **damage** to glass
- (f) loss by delay loss of market or consequential loss of any description
- (g) **damage** which may be sustained whilst the property Insured is actually being worked upon or is under any process and directly resulting there from
- (h) **damage** caused by climatic or atmospheric conditions or extremes of temperature
- (i) infidelity or dishonesty by the **Insured** or any **Employee(s)** of the **Insured**
- (j) **damage** which is specifically excluded under perils 1 to 8 inclusive above
- (k) the amount of **Excess** shown in the **Schedule**

**Exclusions**

**1 Pollution or Contamination**

This Section does not cover costs and expenses arising from **damage** caused by pollution or contamination except (unless otherwise excluded) **damage** to the property Insured caused by

- (a) pollution or contamination which itself results from a peril hereby Insured against
- (b) any peril hereby Insured against which itself results from pollution or contamination

**2 Water Table**

The insurance in respect of storm or tempest or storm tempest and flood does not cover **damage** attributable solely to change in the water table level

**3 Electrical Apparatus**

The **Underwriters** shall not be liable for damage to any electrical plant or apparatus caused by its own over-running short circuit excessive pressure or self heating but should fire extend to and **damage** any other part of the plant or apparatus or other property Insured hereby such **damage** is not excluded by this **Certificate**

## Conditions

### 1 Reinstatement Basis of Settlement

In the event of the property Insured (other than Stock and Materials in trade clothing and linen) being lost destroyed or damaged the basis upon which the amount payable shall be calculated shall be

- (a) where property is lost or destroyed the rebuilding of the property or in the case of other property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where property is damaged the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better than its condition when new provided that
  - (i) any work of rebuilding or restoration (which may be carried out on another site and in any manner suitable to the requirement of the **Insured** subject to the **Underwriters** liability not being increased) must be commenced and carried out within a reasonable time
  - (ii) where property is lost destroyed or damaged in part only the **Underwriters** liability shall not exceed the sum representing the cost which would have been paid if the property had been wholly destroyed and rebuilt
  - (iii) no payments shall be made until rebuilding or restoration costs have actually been incurred

Where for any reason a payment cannot be made in accordance with (a) and (b) above the liability of the **Underwriters** will be arrived at as if this Basis of Settlement had not been incorporated and shall be subject to the terms and conditions of the insurance.

Each sum Insured in respect of property covered on this Reinstatement Basis is declared to be separately subject to the following condition of Average

If at the time of **Reinstatement** the sum representing 85% of the costs which would have been incurred in **Reinstatement** of the whole of the property exceeds the sum Insured there on at the breaking out of any fire or at the commencement of any **damage** to such property by any other peril hereby Insured against then the **Insured** shall be considered as being their own insurer for the difference between the Sum Insured and the sum representing the cost of **Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly

### 2 Average

This insurance is subject to the condition of Average that is to say If at the time of any **damage** the sum Insured is less than 85% of the value the **Insured** shall be entitled to recover hereunder such proportion of the said damage as the sum Insured bears to the total value of the said property. If two or more items with separate sums Insured set against them are Insured hereunder each item shall be separately subject to the condition of Average.

### 3 Contract Price

In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of any peril hereby Insured against either wholly or to the extent of the **damage** the liability of the **Underwriters** shall be based on the contract price and for the purpose of the condition of Average the value of all goods to which the clause would in the event of **damage** be applicable shall be ascertained on the same basis

### 4 Designation of Property

For the purpose of determining where necessary the column or heading or item under which any property is Insured the **Underwriters** agree to accept the designation under which such property has been entered in the **Insured's** books

### 5 Non Invalidation

The rights of the **Insured** hereunder shall not be prejudiced by any act of the occupier of any building hereby Insured whereby the risk of **damage** is increased without the authority or knowledge of the **Insured** provided that the **Insured** shall immediately on his becoming aware thereof give notice in writing to the **Underwriters** and on demand pay such reasonable additional premium as may be required by the **Underwriters**

### 6 Subrogation Waiver

In the event of a claim arising under this Section the **Underwriters** agree to waive any rights remedies or relief to which they might become subrogated against any Company standing in the relation of Parent Subsidiary of a Parent Company of which the **Insured** are themselves a Subsidiary (in each case within the meaning of Section 154 of the Companies Act 1948)



## Conditions Precedent to Liability

### 1 Unoccupied Buildings

It is a Condition Precedent to Liability that the **Insured** shall notify the **Underwriters** in writing immediately the **Insured** becomes aware that

- (a) an unoccupied building or portion of an unoccupied building has or is due to become tenanted giving the **Underwriters** full details of the purposes for which it is to be used
- (b) a building or portion of a building is or is to become unoccupied or is to be left without regular daily occupation for a continuous period of 21 days or more

the **Insured** may be required to pay an additional premium and **Underwriters** may change the terms of this Certificate

### 2 Change of Tenancy or Trade

It is a Condition Precedent to Liability that the **Insured** shall notify the **Underwriters** in writing immediately the **Insured** becomes aware that the tenancy or trade of the building or any portion of the building changes or is due to change the **Insured** may be required to pay an additional premium and **Underwriters** may change the terms of this Certificate

### 3 Portable heating and LPG

It is a Condition Precedent to Liability that no portable heating be used or stored on the **premises** other than in canteen, kitchen or office areas. It is warranted that no Liquid Petroleum Gas heating be used or stored on the **premises**.

### 4 Electrical circuits

It is a Condition Precedent to Liability that the electrical installation ("the installation") must be inspected and tested at least once in every five years by a contractor approved by either:

- a) the National Inspection Council for Electrical Installation Contracting "NICEIC" or
- b) Electrical Contractors Association (ECA) or
- c) SELECT (in respect of Scotland Only) or
- d) A Building Electrician on the **United Kingdom** register of Electricians

and that any defects found have been remedied in accordance with the Regulations of the Institute of Electrical Engineers.

Notwithstanding the above:

- a) in the event that the installation has not been inspected and tested within the five years prior to the inception of this **Certificate**, **Underwriters** agree to allow the **Insured** up to 60 days from inception to comply with this warranty
- b) in the event that the installation has been inspected and tested within the five years prior to the inception of this **Certificate**, the **Insured** must arrange for a re-inspection and re-test of the installation prior to the end of the fifth year following the date of the last inspection or within 60 days of the inception of this **Certificate**.

### 5 Fire appliances maintenance

It is a Condition Precedent to Liability that the **Insured** will maintain the Fire Extinguishing Appliances in full working order during the currency of this Insurance. Nevertheless this **Certificate** shall not be invalidated by any defect in any of the Appliances due to circumstances unknown to or beyond the control of the **Insured**.

### 6 Flat roof maintenance

It is a Condition Precedent to Liability that all flat roof sections be inspected and tested at least once in every three year period by a qualified independent building / roofing contractor and a **Certificate** issued confirming the roof section is in sound weather proof condition.

### 7 Deep fat frying

It is a Condition Precedent to Liability that where the **Insured** uses deep fat frying equipment that:-

- (i) All frying and other cooking ranges, equipment, flues and exhaust ducting are securely fixed and free from contact with combustible material.
- (ii) All extraction hoods, canopies and grease traps are cleaned every two weeks
- (iii) All extraction ducts are cleaned every six months

- (iv) Frying equipment is fitted with a thermostat designed to prevent the temperature of cooking oils and fat from rising above 205oC
- (v) Multipurpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained and close to the installation ready for immediate use

The pans to be fitted with metal lids which can be shut down in the event of fire (with larger installations closing to be automatic and the system shut down in the event of fire).

**8 Kitchen duct**

It is a Condition Precedent to Liability that where present all cooking fume extraction canopies and ductwork be thoroughly cleaned at least once every six months by an independent contractor and that filters, traps and other grease removal devices be washed / wiped weekly. Where present all deep fat fryers are to be fitted with thermostatic control or cut-out devices and be serviced at least once a year by an independent contractor.

**9 Auditorium**

It is a Condition Precedent to Liability that

- (i) the **Insured** carry out a thorough examination of the **Premises** for smouldering matches, tobacco or other material at the close of **Business** each day
- (ii) signed reports be made thereon daily by the **Employee**, or **Employees**, detailed to make the examination
- (iii) such reports be checked at least weekly by the Management
- (iv) all ashtrays and the like be emptied into a lidded metal bin and the bin be removed from the buildings at the close of **Business** each day.

**10 Alarm protected area**

It is a Condition Precedent to Liability that all stock and all contents are stored and kept within alarm protected areas.

**11 Stillage**

It is a Condition Precedent to Liability that all stock other than casked and bottled beverages are stored on racks or pallets at least 10cm above floor level.

**12 Protections (Minimum level of security)**

It is a Condition Precedent to Liability that all fastenings and protections including alarm systems present on the **premises** shall be in actual and complete operation whenever the premises are left unattended.

Unless agreed to the contrary by **Underwriters**, the following minimum level of security is to be present at the **premises** and put into effect whenever the **premises** are left unattended.

**Doors**

All External Doors and All Doors leading to other parts of the **premises** not occupied by the **Insured** are to be fitted with the following types of locks:

Cylinder mortise deadlocks for Aluminium Doors

or

Mortise deadlocks conforming to BS3621:1998 for all other Doors

For Double Doors - Key operated locks or bolts must be fitted top and bottom to the first closing leaf in addition to a lock as described above to the second closing leaf.

**Windows**

All external basement, ground floor and other accessible (accessible being adjacent to roofs, fire escapes, downspouts) windows, fanlights or skylights which were originally constructed to open must be protected with Key operated locks or solid steel bars or grills.

Note: in respect of fire exits, agreement should be sought from your Fire Protection Officer. Any alternative protections however must be approved by **Underwriters**.

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**



## Definitions

For the purposes of this Section only the following Definitions apply

### Damage

Damage means physical loss destruction or damage

### Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the **maximum indemnity period** thereafter during which the results of the **Business** shall be affected in consequence of the **damage**

### Maximum Indemnity Period

As stated in Section B of the **Schedule**

### Turnover

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

### Gross Revenue

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

### Gross Profit

The amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress exceeds the sum of the amounts of the opening stock work in progress and stock purchased and the amount of the **Uninsured Working Expenses**

*Note* The amount of the opening and closing stock and work in progress shall be arrived at in accordance with the **Insured's** normal accountancy methods due provision being made for depreciation

### Uninsured Working Expenses

Bad debts purchases (less discounts) carriage packing and freight

*Note* The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the **Insured**

**Rate of Gross Profit Annual Turnover and Standard Turnover**

Rate of Gross Profit	The <b>rate of gross profit</b> earned on the <b>turnover</b> during the financial year immediately before the date of the <b>damage</b>	to which such adjustments shall be made as may be necessary to provide for the trend of the <b>Business</b> and for variations in or other circumstances affecting the <b>Business</b> or after the <b>damage</b> or which would have affected the <b>Business</b> had the date of the <b>damage</b> not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the <b>damage</b> would have been obtained during the relative period after the <b>damage</b>
Annual Turnover	The <b>turnover</b> during the twelve months immediately before the date of the <b>damage</b>	
Standard Turnover	The <b>turnover</b> during that period immediately before the date of the <b>damage</b> which corresponds with the <b>indemnity period</b>	

**Annual Gross Revenue and Standard Gross Revenue**

Annual Gross Revenue	The Gross Revenue during the twelve months immediately before the date of the damage	to which such adjustment to be made as may be necessary to provide for the trend of the <b>Business</b> and for variations in or special circumstances affecting the <b>Business</b> either before or after the damage or which would have affected the <b>Business</b> had the <b>damage</b> not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the <b>damage</b> would have been obtained during the Period after the <b>damage</b> .
Standard Gross Revenue	The Gross Revenue during that period Immediately before the date of the damage which corresponds with the indemnity period	

- Notes*
1. To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax
  2. For the purposes of these definitions any adjustment implemented in current cost accounting shall disregarded

## The Insurance

### 1. Loss of Gross Profits Basis (only operative if indicated in the Schedule)

If during the **period of insurance** the **premises** or property therein of the **Insured** be destroyed or damaged by any of the perils as stated in Section A provided such perils are shown as operative in the **Schedule** and the **Business** carried out by the **Insured** at the **premises** be interrupted or interfered with as a result of such **damage** the **Underwriters** will indemnify the **Insured** against loss of **gross profit** resulting there from during the **indemnity period**

Provided always that

1. at the time of the happening of the **damage** Section A of this **Certificate** shall be in force covering the interest of the **Insured** in the property at the **premises** against such **damage** and that payment shall have been made or liability admitted therefore under such insurance
2. the liability of the **Underwriters** shall in no case exceed in respect of each item the sum expressed in Section B of the **Schedule** to be Insured thereon or in the whole the total sum Insured hereby or such other sum as may hereafter be substituted therefore

The insurance under Item 1 is limited to loss of **gross profit** due to

- (a) reduction in **turnover**  
and
- (b) increase in cost of working

and the amount payable as indemnity hereunder shall be

- (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** shall in consequence of the **damage** fall short of the **standard turnover**
- (b) in respect of increase in cost of working – the additional expenditure (subject to the provisions of the uninsured **working expenses** clause) 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 sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **Business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage** provided that if the sum Insured by this Item be less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) the amount payable shall be proportionately reduced

In the absence of written notice by the **Insured** or the **Underwriters** to the contrary the **Underwriters** liability shall not stand reduced by the amount of any loss the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

**Extensions** (Subject to the terms provisions limits exclusions and conditions of this Section)

**1. Professional Accountants Charges**

If Buildings are Insured within Section A herein this insurance is extended to include the reasonable charges payable by the **Insured** to his professional accountants/auditors for producing any particulars or details or anyother proofs information or evidence as may be required by the **Underwriters** under the terms of this Section and reporting that such particulars or other details are in accordance with the **Insured's** books of account or other **Business** books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under this Section shall in no case exceed the total sum Insured by this Section

**Exclusions**

**1. Pollution or Contamination**

This Section does not cover loss resulting from pollution or contamination except loss resulting from **damage** not otherwise excluded caused by

- (a) pollution or contamination at the **premises** which itself results from damage
- (b) **damage** which itself results from pollution or contamination

**2. Water Table**

The insurance in respect of storm or tempest or storm tempest and flood does not cover **damage** attributable solely to change in the water table level

**Conditions**

**1. Alternative Trading**

If during the indemnity period goods shall be sold or services shall be rendered elsewhere than at the **premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover during the indemnity period

**2. Uninsured Working Expenses**

If any working expenses of the **Business** be not insured by this Section (having been deducted in arriving at the gross profit) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the gross profit bears to the sum of the gross profit and the uninsured working expenses

**3. New Business**

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the **Business** at the **premises** the terms "rate of gross profit" "annual turnover" and "standard turnover" shall bear the following meanings and not as within stated

**Rate of Gross Profit** The profit earned on the **turnover** during the period between the date of the commencement of the **Business** and the date of the **damage**

**Annual Turnover** The proportional equivalent for a period of twelve months of the **turnover** realised during the period between the date of the commencement of the **Business** and the date of the **damage**

**Standard Turnover** The proportional equivalent for a period equal to the **indemnity period** of the **turnover** realised during the period between the date of the commencement of the **Business** and the date of the **damage**

to which such adjustment shall be made as may be necessary to provide for the trend of the **Business** and for 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 so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

**4. Return of Premium**

In the event of the **gross profit** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) during the financial year most nearly concurrent with any **period of insurance** ascertified by the **Insured's** auditors being less than the sum insured thereon a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such **period of insurance** will be made in respect of the difference. If any damage shall have occurred giving rise to a claim under this Section such return shall be made in respect only of so much of the said difference as is not due to such damage.

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**

## The Insurance

### 2. Loss of Gross Revenue Basis (only operative if indicated in the Schedule)

If during the **period of insurance** the **premises** or property therein of the **Insured** be destroyed or damaged by any of the perils as stated in Section A provided such perils are shown as operative in the **Schedule** and the **Business** carried out by the **Insured** at the **premises** be interrupted or interfered with as a result of such damage the **Underwriters** will indemnify the **Insured** against loss of gross revenue resulting there from during the indemnity period

Provided always that

1. at the time of the happening of the **damage** Section A of this Certificate shall be in force covering the interest of the **Insured** in the property at the **premises** against such damage and that payment shall have been made or liability admitted therefore under such insurance
2. the liability of the **Underwriters** shall in no case exceed in respect of each item the sum expressed in Section B of the **Schedule** to be insured thereon or in the whole the total sum insured hereby or such other sum as may hereafter be substituted therefore

### 1. Gross Revenue

This insurance is limited to

- (a) loss of **Gross Revenue** and
- (b) increase in cost of working

and the amount payable as indemnity hereunder shall be

- (a) in respect of loss of **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- (b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of the reduction in **Gross Revenue** thereby avoided, less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

### 2. Additional Increase in Cost of Working

The insurance under this item is limited to such further additional expenditure beyond that recoverable under part (b) of Item 1 on **Gross Revenue** as the **Insured** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the **Damage** for the purpose of avoiding or diminishing the reduction in **Gross Revenue**

In the absence of written notice by the **Insured** or the **Underwriters** to the contrary the **Underwriters** liability shall not stand reduced by the amount of any loss the **Insured** undertaking to pay the appropriate additional premium for such automatic reinstatement of cover

## Exclusions

**1. Pollution or Contamination**

This Section does not cover loss resulting from pollution or contamination except loss resulting from damage not otherwise excluded caused by

- (a) pollution or contamination at the **premises** which itself results from damage
- (b) damage which itself results from pollution or contamination

**2. Water Table**

The insurance in respect of storm or tempest or storm tempest and flood does not cover damage attributable solely to change in the water table level

## Conditions

**1. Alternative Trading**

If during the **indemnity period** goods shall be sold or services shall be rendered elsewhere than at the **premises** for the benefit of the **Business** either by the **Insured** or by others on the **Insured's** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **gross revenue** during the **indemnity period**

**2. Average Clause**

If during the **Indemnity Period** following Damage the Sum Insured in respect of **Gross Revenue** is less than the Annual Gross Revenue (or to a proportionally increased multiple where the **Maximum Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**

## The Insurance

### 3. Loss of Rental Income Basis (only operative if indicated in the Schedule)

If during the **period of insurance** the **premises** or property therein of the **Insured** be destroyed or damaged by any of the perils as stated in Section A provided such perils are shown as operative in the **Schedule** and the **Business** carried out by the **Insured** at the **premises** be interrupted or interfered with as a result of such damage the **Underwriters** will indemnify the **Insured** against loss of gross rental income resulting there from during the **indemnity period**

Provided always that

1. at the time of the happening of the **damage** Section A of this **Certificate** shall be in force covering the interest of the **Insured** in the property at the **premises** against such **damage** and that payment shall have been made or liability admitted therefore under such insurance
2. the liability of the **Underwriters** shall in no case exceed in respect of each item the sum expressed in Section B of the **Schedule** to be insured thereon or in the whole the total sum insured hereby or such other sum as may hereafter be substituted therefore

The amount payable as indemnity hereunder is

- (a) the amount by which the gross rental income by the **Insured** during the **indemnity period** in consequence of the **damage** falls short of the rent which would have been received during the period had the **damage** not occurred
- (b) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding a shortfall in rent, but not exceeding the amount of the loss of gross rental income which would otherwise have been payable under paragraph (a)

less any savings in respect of expenditure payable out of gross rental income which reduces or ceases in consequence of the **Damage**.

In arriving at the amount of gross rental income such adjustments shall be made up as may be necessary to provide for trends, variations or other relevant circumstances, either before or after the **damage**, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the rent which but for the **damage**, would have been obtained during the relative period after the **damage**.

If following the **damage** the amount of gross rental income is maintained by the provision of alternative accommodation by the **Insured** such rent shall be taken into account in calculating the amount payable.

If at the time of **damage** the sum insured by any item on gross rental income is less than the amount of rent which would have been received during the period of 12 months immediately following the damage if the damage had not occurred (or a proportionately increased multiple thereof if the indemnity period exceeds 12 months) the amount payable shall be proportionately reduced

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**



**Definitions** (For the purposes of this Section only the following Definitions apply)

**Money**

Money means

1. cash bank notes cheques money orders postal orders current postage stamps credit card sales vouchers embossed stamps holiday stamps bankers drafts National Giro drafts franking machine units luncheon vouchers and gift tokens
2. non-negotiable money in the form of crossed cheques crossed postal orders crossed bankers drafts premium savings bonds National Savings Certificates unused units in postage stamp franking machines stamped or franked National Insurance cards and VAT purchase invoices

all pertaining to the **Business** and belonging to or the responsibility of the **Insured**

**Loss**

means physical loss or destruction or damage

**Bodily Injury**

Accidental bodily injury which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary by such injury) occasions the death or disablement of any principal or **Employee** of the **Insured** within twelve calendar months from the date of the occurrence

**Total Disablement**

Disablement which entirely prevents the injured person from attending to his **Business** or occupation

**Permanent**

Lasting twelve calendar months and at the expiry of that period being beyond hope of improvement

**Loss of a Limb**

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand arm or leg

**Loss of Sight**

Total and irrecoverable loss of sight

**The Insurance**

This Section covers **loss of money** occurring during the **period of insurance** from any cause up to the sums insured stated in Section C of the **Schedule**

Notwithstanding the sums insured stated in Section C of the **Schedule** the liability of the **Underwriters** in respect of non-negotiable money shall be up to £250,000 any one loss

In addition the **Underwriters** agree to indemnify the **Insured** for

**Safes**

**Loss** caused by thieves to safes or strong rooms or any case bag or waistcoat containing **money** insured therein

**Clothing**

Loss of clothing belonging to any principal or **Employee** of the **Insured** as a result of an assault on such principal or **Employee** by any person stealing or attempting to steal **money** insured herein up to £250 any one person

## Exclusions

This insurance does not cover

1. **loss** by dishonesty on the part of any of the **Insured's Employees** unless such loss is discovered within thirty days of its occurrence
2. consequential loss or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions
3. **loss** from unattended vehicles
4. postal sendings
5. **loss** arising outside the **Territorial Limits**
6. any **loss** resulting from a safe or strong room being opened by the use of key or combination code through the key or combination code having been left on the **premises** when closed for **Business** or left unattended
7. The amount of **Excess** as shown in the **Schedule**

## Conditions

1. **Advice to Police**  
the **Insured** shall immediately inform the police of any loss and offer them all reasonable assistance
2. **Custodian**  
It is a Condition Precedent to Liability that Money in transit be accompanied as follows:- up to £2,500 by one able bodied adult person,  
2,501 to £5,000 by two able bodied adults,  
£5,001 to £7,500 by three able bodied adults,  
£7,501 to £10,000 by four able bodied adults,  
over £10,000 to be carried by a registered security/carrying company.

## Personal Assault Extension

### The Insurance

If this extension is shown to be **Insured** in the **Schedule** it is agreed that if during the **period of insurance** any principal or **Employee** of the **Insured** shall sustain bodily injury as a result of any person stealing or attempting to steal money insured herein this insurance is extended to cover the **Insured** for the Benefits stated in Section C of the **Schedule**

## Exclusions

This extension does not cover

1. any amount for weekly Benefit until the total amount has been ascertained and agreed and any such payments shall be deducted from any sum subsequently paid under Benefit 1 of Section C of the **Schedule**
2. weekly payments following any single disablement which exceed the period of that disablement or 104 consecutive weeks from the date of disablement whichever is the less
3. any person below the age of 16 years or above the age of 70 years
4. **bodily injury** occurring outside the **Territorial Limits**
5. Any amount of weekly benefit shown in the **Schedule** in **Excess** of the **Principal's** or **Employee's** weekly wage

**Conditions**

**1. Assault**

In the event of an assault which causes or may cause disablement within the meaning of this extension any injured person must as soon as possible place themselves under the care of a qualified medical practitioner

**2. Medical Examinations**

The **Underwriters** will not be liable to pay compensation unless the medical adviser(s) appointed by them be allowed as often as they deem necessary to make an examination of the injured person

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**

## Definitions

For the purposes of this Section only the following Definitions apply

### Damage

Damage means physical loss destruction or damage

### Outstanding Debit Balance

The total shown in the **Insured's** last audited accounts 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 **customers accounts** in the period between the date to which the last statement relates and the date of the **damage** and
3. any abnormal conditions 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

### Customers Accounts

The accounts of all customers and/or agents of the **Insured** who purchase goods from or to whom services are rendered by the **Insured**

## The Insurance

If during the **period of insurance** the **Insured's** books of accounts other **Business** books or records at the **premises** should be destroyed or damaged by any of the operative **Insured** Perils stated in Section A then the **Underwriters** will pay to the **Insured** the loss sustained in respect of **outstanding debit balances** directly due to the **damage** and the amount payable in respect of any one occurrence of **damage** shall not exceed

1. the difference between
  - (a) the **outstanding debit balances** and
  - (b) the total of the amounts received or traced in respect thereof
2. the additional expenditure incurred with the previous consent of the **Underwriters** in tracing and establishing **outstanding debit balances** after the **damage**

If the sum **Insured** be less than the **outstanding debit balance** the amount payable shall be proportionately reduced

The insurance under this Section includes all reasonable charges payable by the **Insured** to the **Insured's** auditors for producing and identifying any particulars or details contained in the books of accounts or other **business** books or records or documents or such other proofs information or evidence as may be required by the **Underwriters**

The liability of the **Underwriters** during any one **period of insurance** shall in no case exceed the sum insured stated in Section E of the **Schedule**

## Exclusions

### 1. Pollution or Contamination

This Section does not cover loss resulting from pollution or contamination except loss resulting from **damage** not otherwise excluded caused by

- (a) pollution or contamination at the **premises** which itself results from **damage**
- (b) **damage** which itself results from pollution or contamination

### 2. Water Table

The insurance in respect of storm or tempest or storm tempest and flood does not cover **damage** attributable solely to change in the water table level

**Conditions**

**1. Fire Resistant Safes/Cabinets Warranty**

It is warranted that the **Insured's** books of accounts or other **Business** books or records in which **customers accounts** are shown shall be kept in fire-resistant safes or fire-resistant cabinets when not in use

**2. Liquidation or Receivership**

This Section shall be voided if

(a) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued or

(b) the **Insured's** interest ceases otherwise than by death

at any time after the commencement of this insurance unless its continuance be admitted in writing by or on behalf of the **Underwriters**

**3. Duplicate Records**

For the purposes of this Section only General Exclusion 1.(a) is deemed to be deleted and of no further effect subject to duplicate records being kept elsewhere within the **Territorial Limits** other than at the **premises**

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**

## The Insurance

The **Underwriters** will indemnify the **Insured** up to the sum insured in respect of each Item specified in Section E of the **Schedule** in the event of loss of or damage to refrigerated stock occurring during the **period of insurance** whilst contained in the refrigeration units at the **premises** described in Section E of the **Schedule** due to a change in the temperature following

1. breakdown of the refrigeration machinery
2. failure of the public electricity or gas supply
3. the action of refrigerant fumes escaping from the equipment

In respect of each Item separately the liability of the **Underwriters** for any loss or damage shall not exceed the respective sum insured specified in Section E of the **Schedule** nor shall it exceed such proportion of the said loss or damage as the sum insured bears to the total value of the property insured by such Item

## Exclusions

This Section does not cover

1. the deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply
2. Failure of the electricity or gas supply due to strikes or any other withdrawal of labour by **employees** of any electricity or gas authority
3. consequential loss of any nature
4. the amount of **Excess** shown in the **Schedule**

## Conditions

### 1. Maintenance Contract

It is a condition precedent to liability under this Section that the refrigeration unit(s) is /are maintained by the manufacturer installer or competent engineer under an annual maintenance contract

*Note* This Section is also subject to the General Exclusions and General Conditions of this **Certificate**

## The Insurance

In the event of the Premises Licence or Club Premises Certificate (“the licence / Certificate”) or any part thereof which has been granted under the Licensing Act 2003 (“the Act”) or any subsequent legislation in respect of the **Premises** described in the **Schedule** being totally and permanently forfeited or revoked or refused renewal by the Licensing Authority during the **Period of Insurance**, Insurers will pay or make good to the **Insured** all loss that the **Insured** may sustain in respect of

1. The depreciation in value of the interest of the **Insured** in the **Premises** by the forfeiture of or revocation of the licence / Certificate(s)
2. The cost and expenses being incurred by the **Insured** with the prior written consent of Insurers in connection with any appeal against the forfeiture of or revocation of the licence / Certificate(s)

provided that the liability of Insurers under this Extension shall not exceed the Limit of Liability stated in the **Schedule**.

It is a condition precedent to the liability of Insurers that in the event of the receipt by the **Insured**, his tenant, **Employee** or agent of any notice or other communication which could lead to an application to forfeit revoke suspend restrict or withdraw the licence / Certificate(s) or impose conditions thereon that the **Insured** will notify the Insurer forthwith and will allow the Insurer’s solicitors full discretion in the conduct of proceedings, including any decision to appeal or otherwise.

## Exclusions

This Extension does not cover

1. Any claim arising directly or indirectly from any scheme of town or country planning improvement redevelopment or compulsory purchase
2. Any claim arising from any alteration in the law or statutory guidance or statement of Certificate affecting the grant lapse withdrawal surrender forfeiture suspension extent renewal or duration of any licence / Certificate or the imposition of conditions thereon
3. Any claim occasioned wholly or partly by or through the misconduct procurement connivance action neglect or omission of the **Insured** [his tenant(s) **Employee**(s) or agent(s)] to take any step necessary for keeping the licence / Certificate(s) in force (including but not limited to the payment of any fee due) unless the **Insured** or any other claimant hereunder shall prove to the reasonable satisfaction of Insurers that such matter was beyond the power or control of the **Insured**, his tenant (s), **Employee**(s) or agent(s)
4. Any claim arising from the suspension lapse withdrawal forfeiture of or revocation of or refusal to renew the licence / Certificate(s) or the imposition of conditions thereon occasioned wholly or partly by a Criminal Act of the owner manager or the **Insured**, his tenant(s) **Employee**(s) or agent(s)
5. Any claim arising from the suspension lapse withdrawal forfeiture of or revocation of the licence / Certificate(s) or the imposition of conditions thereon on the grounds that there is or may be a problem relating to the supply or use of illegal or controlled drugs at the **Premises**
6. Any claim arising from the lapse of the licence / Certificate(s) on the grounds that the holder of the licence / Certificate has died, been dissolved, become mentally incapable or insolvent (which includes but not exclusively the approval of a voluntary arrangement, an adjudication of bankruptcy or order of sequestration, or the entering into of a deed of arrangement or a trust deed made for the benefit of his creditors, or in the case of a company, the approval of a voluntary arrangement proposed by its directors, the appointment of an administrator or an administrative receiver in respect of the company, or entering into liquidation
7. Any claim arising from the surrender of the licence / Certificate(s) by the holder of the licence / Certificate or other person
8. Any claim where the **Insured** is entitled to obtain the payment of compensation under the provisions of any Act of Parliament in respect of the suspension lapse withdrawal forfeiture, revocation or refusal to renew the licence / Certificate(s) or the imposition of conditions thereon

9. Any claim arising from the withdrawal of a Club Premises Certificate following a review or a club ceasing to be a qualifying club as defined by the Act or and subsequent legislation.

### Warranties

1. It is warranted that in the event of the death incapacity insolvency or dissolution of the Premises Licence / Certificate holder, or the desertion of the **Premises**, or the conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect of his honesty moral standing or sobriety) of the Tenant Manager Occupier or Personal Licence holder, the **Insured** shall forthwith (and in any event within 7 days from the date of the foregoing event) procure a suitable person to replace him with a person to whom the Licensing Authority has granted a Personal Licence and serve all necessary notices within that period
2. It is warranted that on the **Insured** becoming aware of any
- (a) complaint (formal or otherwise) against the **premises**, Premises licence / Certificate or its control
  - (b) proceedings against or conviction of the holder of the Premises licence / Certificate Tenant Manager Occupier of the **premises** the Designated Premises Supervisor or the holder of any Personal Licence /Certificate or other person employed at the **premises** for any breach of licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with respect of his honesty moral standing or sobriety
  - (c) transfer or proposed transfer of the licence(s)
  - (d) alteration in the purpose for which the **Premises** are used or any other intended variation of the **Premises** licence / Certificate (save that applications may be made without notice to the Insurer to vary the licence / Certificate under section 37(1) of the Licensing Act 2003 to specify an individual as a the designated **premises** supervisor)
  - (e) application for revocation or suspension of the licence / Certificate(s) or the imposition of conditions thereon;  
or
  - (f) other circumstances which may endanger the licence / Certificate(s) or give rise to a claim under this Insurance

the **Insured** shall immediately give notice in writing to the Insurers and supply such additional information and give such assistance as the Insurers or their nominated solicitors may reasonably require.

3. It is warranted that the **Insured** shall not use any reference to the Insurers hereon to promote his **Business** or advertise or inform any other party of the existence of the insurance under this Extension.
4. It is warranted that the **Insured** will make all necessary arrangements for fulfilment of the **Business** in a prudent and timely manner.
5. It is warranted that the **Insured** will ensure all necessary licence / Certificates visas and permits are obtained and are current for the **Period of Insurance** and that all contractual arrangements have been confirmed in writing by the **Insured**.
6. It is warranted that the **Insured** shall undertake to do everything in his ability to avoid or diminish a loss under this Extension and shall (without limiting the foregoing) comply with any reasonable request or direction given by the licensing authority or magistrates on appeal or official employed by any responsible authority (as defined by the Act)

### Personal Licence Extension

Section F is extended to include costs and expenses incurred by the **Insured** on behalf of their **directors and Employees** named within the **Schedule** with the written consent of the **Underwriters** in connection with any appeal against the forfeiture of or revocation of their respective **personal licences**. Provided that the **Underwriters** shall not be liable for more than the sum **Insured** indicated on the **Schedule** for this extension and provided always that if the **Insured** shall be entitled to obtain the payment of compensation under the provisions of any Act of Parliament, no claims shall arise under this Section.



## Preamble and Indemnity Clause

The **Insured** having made to **Underwriters** certain statements and provided answers documents and information all of which are declared and agreed to be the basis of this contract and to be incorporated herein and in consideration of the **Insured** paying the Premium to the **Underwriters** the **Underwriters** will subject to the terms of this **Certificate** indemnify the **Insured** against

- A. All sums which the **Insured** shall become legally liable to pay as damages within the Scope of Cover as defined in any Section to which this **Certificate** applies and which arise in connection with the **Business**
- B. Claimants costs and expenses arising in respect of any claim against the **Insured** which may be the subject of indemnity under this **Certificate**
- C. All costs and expenses incurred by or with the written consent of the **Underwriters** in respect of any claim against the **Insured** which may be the subject of indemnity under this **Certificate**
- D. LEGAL REPRESENTATION FEES
- E. PROSECUTION DEFENCE COSTS
- F. COURT ATTENDANCE COSTS

## Definitions

For the purposes of this Section only the following Definitions apply

### Bodily Injury

means death injury illness or disease false arrest false imprisonment invasion of right of privacy detention false eviction and malicious prosecution nervous shock

### Costs

means any sum payable in accordance with B C D E or F of the Preamble and Indemnity Clause contained within Section G

### Court Attendance Costs

means all costs and expenses incurred by any director partner or **Employee** of the **Insured** up to a maximum of £250 per day for each day on which attendance by any such person at a court or similar forum is requested by the **Underwriters** in connection with a claim for which the **Insured** is entitled to indemnity under Section G of this **Certificate**

### Excess

means the first amount in respect of each and every claim or potential claim payable by the **Insured** as ascertained after the application of all other terms and conditions of this insurance.

### Employee

means:

- i) any person under a contract of service or apprenticeship with the **Insured** any labour master or labour only sub-contractor or person supplied by any of them
- ii) any self employed person
- iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
- iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
- v) any voluntary or unpaid person
- vi) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation
- vii) at the request of the **Insured** outworkers or homeworkers employed under contracts to execute personally any work in connection with the **Business**

while engaged in working for the **Insured** in connection with the **Business**

**Goods**

means any goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered treated or installed by the **Insured** in the course of the **Business**

**Legal Representation Fees**

means legal fees incurred with the written consent of the **Underwriters** for representation of the **Insured** in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under the **Certificate**

**Limit of Indemnity**

means the limit (inclusive of Costs) applicable to the relevant Section of this **Certificate** as specified in the **Schedule** and is the maximum amount payable by the **Underwriters**

**Offshore**

means from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **Employee** from a conveyance onto land upon return from an **offshore** rig or **offshore** platform

**Pollution**

means:

- i) pollution or contamination by naturally occurring or man-made substances forces organisms or any combination of them whether permanent or transitory  
and
- ii) all loss damage or injury directly or indirectly caused by such pollution or contamination

**Prosecution Defence Costs**

means all costs and expenses incurred either with the written consent of the **Underwriters** or awarded against either the **Insured** or any director or **Employee** of the **Insured** in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence under any legislation in the **United Kingdom** giving rise to duties in relation to the **Business** and where the circumstances of the alleged offence may be the subject of indemnity under the **Certificate** provided that the prosecution does not result from a deliberate management decision act or omission of management.

**Property**

means **property** which is both material and tangible

### Sub-Section 1 – Employers’ Liability

#### A) Scope of Cover under Sub-Section 1

**Bodily Injury** to any **Employee** of the **Insured** arising out of and in the course of their employment or engagement by the **Insured** and caused during the **Period of Insurance**:

- i) in the **United Kingdom** or
- ii) whilst temporarily outside the **United Kingdom** provided that any such **Employee** is ordinarily resident in the **United Kingdom**

#### B) Exceptions to Sub-Section 1

The **Underwriters** shall not indemnify the **Insured** under this Sub-Section in respect of **Bodily Injury** to an **Employee** of the **Insured** if at the relevant time the **Employee** is

- i) travelling as a passenger in or on a motor vehicle
- ii) entering getting on to or alighting from a vehicle
- iii) in circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation (or would be required but for specific statutory exception applicable to the **Insured**) and such **Employee** is not acting in the capacity of the driver of the vehicle

The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability arising **Offshore**

#### C) Rights of Recovery under Section 1

The indemnity provided under this Sub-Section is deemed to be in accordance with such provisions as any law relating to the compulsory Insurance of liability to **Employees** in the **United Kingdom** may require but the **Insured** shall repay to the **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provisions of such law

#### D) Unsatisfied Courts Judgement

Sub-Section 1 is extended to included Unsatisfied Courts Judgements as follows:

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a court in the **United Kingdom** by any **Employee** or the personal representatives of any **Employee** in respect of Bodily Injury arising out of and in the course of the **Employee’s** employment or engagement by the **Insured** at the request of the **Insured** the **Underwriters** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied provided that:

- (i) there is no appeal outstanding
- (ii) the judgement relates to **Bodily Injury** which would otherwise be within the Scope of Cover of this Sub-Section of this **Certificate**
- (iii) any payment made by the **Underwriters** shall only be in respect of liability for which the **Insured** would have been entitled to indemnity under this Section of this POLICY if the judgement had been made against the **Insured**
- (iv) the **Underwriters** shall be entitled to take over and prosecute for their own benefit any claim against any other party and the **Insured** the **Employee** or the personal representatives of the **Employee** shall give all information and assistance required

#### E) Limit of Indemnity to Sub-Section 1

The liability of the **Underwriters** in respect of all claims arising out of one original cause shall not exceed the **Limit of Indemnity** irrespective of the number of claims or claimants or the number of **Insured** parties who may have a liability in respect of such claim

**Sub-Section 2 – Public Liability**

**A) Scope of Cover under Sub-Section 2**

- i) Accidental **Bodily Injury** to any person
- ii) Accidental loss of or damage to **Property**

happening anywhere within the **Geographical Limits** of this Section during the **Period of Insurance**

**B) Exceptions to Section 2**

- i) The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability for loss of or damage to **PROPERTY** belonging to the **Insured** or in the custody or control of the **Insured** or of any **Employee** of the **Insured** other than:
  - a) **Property** belonging to an **Employee** or visitor
  - b) any **premises** including contents (not being **premises** leased to the **Insured**) which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such **premises**

- ii) The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability arising from the ownership possession or use under the control of the **Insured** or of any **Employee** of the **Insured** of any mechanically propelled vehicle

However this part of this exception shall not apply in respect of **Bodily Injury** or loss of or damage to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the **Insured** is not entitled to indemnity under any other insurance or indemnity

- iii) The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability arising from the ownership possession or use under the control of the **Insured** or of any **Employee** of the **Insured** of any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- iv) The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability caused by any Goods after they have ceased to be in the custody or control of the **Insured** other than food or drink for consumption on the **Insured's premises**
- v) The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability caused by or arising from advice design or specification given for a fee or in circumstances where a fee would normally be charged or professional services rendered by or on behalf of the **Insured**

**C) Geographical Limits to Sub-Section 2**

- i) The **United Kingdom** and offshore installations within the continental shelf around the **United Kingdom**
- ii) Elsewhere in Europe but only in connection with the **Business** carried on by the **Insured** at or from any **premises** situated in the **United Kingdom**
- iii) Elsewhere in the world other than the United States of America or Canada arising out of **business** visits by directors or non-manual **Employees** ordinarily resident in the **United Kingdom**

**D) Extensions to Sub-Section 2**

Unless expressed to the contrary the Extensions to this Sub-Section are subject to all other terms of this **Certificate** so far as they can apply

- i) **Defective Premises Act 1972 or Defective Premises (Northern Ireland) Order 1975**  
The **Underwriters** will indemnify the **Insured** under this Sub-Section against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** arising in respect of any **premises** disposed of by the **Insured**

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such **premises**

ii) **Leased Premises**

The **Underwriters** will indemnify the **Insured** under this Sub-Section against legal liability for loss of or damage to **premises** or fixtures or fittings thereof which are leased to the **Insured**

However this indemnity shall not apply in respect of liability for

- a) loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
- b) the first £250 of such loss or damage caused otherwise than by fire or explosion

iii) **Contingent Liability (Non-Owned Vehicles)**

The **Underwriters** will indemnify the **Insured** under this Sub-Section in respect of legal liability for **Bodily Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the property of nor provided by the **Insured** being used in connection with the **Business**

However this indemnity shall not apply in respect of

- a) loss of or damage to any such vehicle
- b) **Bodily Injury** or loss of or damage to **PROPERTY** while such vehicle is being driven by the **Insured**
- c) **Bodily Injury** or loss of or damage to **PROPERTY** while such vehicle is being driven with the general consent of the **Insured** or of his representative by any person who to the knowledge of the **Insured** or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- d) liability arising from circumstances in which it is compulsory for the **Insured** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- e) vehicle being used outside the **United Kingdom**

For the purposes of this Extension only **Insured** shall mean the person(s) company or firm named as “the **Insured**” in the **Schedule** whilst carrying on the **Business** and any associated or subsidiary company of the **Insured** and which is named in the **Schedule** operating in or from **premises** within the **Territorial Limits**.

iv) **North American Public Liability**

The **Underwriters** will indemnify the **Insured** under this Sub-Section against legal liability in respect of **Bodily Injury** or loss of or damage to **PROPERTY** happening anywhere within the United States of America or Canada arising out of **business** visits by directors or non-manual **Employees** provided that

- a) such directors and non-manual **Employees** are ordinarily resident in the **United Kingdom**
- b) the **Underwriters** shall not indemnify the **Insured** under this Extension against liability in respect of **POLLUTION**

v) **Obstruction and loss of Amenities**

The **Underwriters** will indemnify the **Insured** under this Sub-Section against legal liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

E) **Limit of Indemnity to Sub-Section 2**

The liability of the **Underwriters** in respect of all claims arising out of one original cause shall not exceed the **Limit of Indemnity** irrespective of the number of claims or claimants or the number of **Insured** parties who may have a liability in respect of such claim

### **Sub-Section 3 – Products Liability**

#### **A) Scope of Cover under Sub-Section 3**

- i) Accidental **Bodily Injury** to any person
- ii) Accidental loss of or damage to **Property**

happening anywhere in the world during the **Period of Insurance** and caused by any **Goods**

#### **B) Exceptions to Sub-Section 3**

The **Underwriters** shall not indemnify the **Insured** under this Sub-Section against liability caused by or in connection with any **goods** which

- i) to the knowledge of the **Insured** are sold supplied erected repaired altered treated or installed by the **Insured** in or for delivery or use in the United States of America or Canada
- ii) are sold supplied erected repaired altered treated or installed in or for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes
- iii) are in the custody or control of the **Insured**

#### **C) Limit of Indemnity to Sub-Section 3**

The liability of the **Underwriters** for all sums payable in respect of any one **Period of Insurance** shall not exceed the **Limit of Indemnity** irrespective of the number of claims or claimants or the number of **Insured** parties whomay have a liability in respect of such claim

This **Certificate** does not cover

1. In respect of Sections A to F inclusive, loss destruction or damage
  - (a) to computer system records nor any claim whatsoever arising from such loss destruction or damage except as expressly mentioned as **Insured**
  - (b) to motor vehicles and accessories in or upon the said vehicles explosives livestock cash currency and/or bank notes stamps bonds bills of exchange promissory notes securities for money negotiable documents or other documents except as expressly mentioned as **Insured**
  - (c) in respect of property hereby **Insured** where loss has been sustained by the **Insured** consequent upon handing of such **Insured** property to any third party against any payment or promise of payment by any means whatsoever and where such payment or promises of payment shall prove to be false fraudulent or otherwise invalid or uncollectible for any reason whatsoever
  - (d) to Landlord's Fixtures and Fittings which shall be held to comprise inter alia boilers water pipes watertanks central heating apparatus wallpapers ceilings panelling and the like except as expressly mentioned as **Insured**
  - (e) to any dynamo transformer motor wiring main or other electrical appliance directly caused by short-circuiting overrunning excessive pressure or leakage of electricity but this exclusion does not apply to damage there to by fire resulting from such causes and originating outside the appliance
  - (f) due to delay loss of use consequential loss or loss of market unless specifically **Insured** hereon
2. In respect of Sections A to F inclusive, loss destruction or damage directly or indirectly occasioned by happening through or in consequence of confiscation or nationalisation or requisition seizure detention or destruction of or damage to property by or under the order of any government or public or local authority
3. In respect of Sections A to F inclusive, loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic and supersonic speeds
4. Loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Except in respect of Section G Sub-Section 1 to the extent that it is necessary to comply with the minimum requirements of the law in the **United Kingdom** of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **employees**.

5. (a) loss destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

However with regards to **Bodily Injury** to any **Employee** which arises out of and in the course of his employ ment or engagement by the **Insured** this exception shall only apply in respect of

- (i) Liability to any Principal
- (ii) liability assumed by the **Insured** by agreement which would not have attached in the absence of such agreement

**6. Micro-Organism Exclusion (Absolute)**

Sections A to F inclusive of this Certificate does not insure any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to: mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to **Insured** property; (ii) any **Insured** peril or cause, whether or not contributing concurrently or in any sequence; (iii) any one loss; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.



This Exclusion replaces and supersedes any provision in the **Certificate** that provides insurance, in whole or in part, for these matters.

**7. Contamination and Pollution Exclusion Clause**

Sections A to F of this insurance shall not cover any loss or damage due to contamination, sooting, Deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following insured **Perils**. Provided such perils are stated as operative in the **Schedule**.

1. Fire and/or lightning
2. Explosion
3. Aircraft
4. Earthquake
5. Storm, Tempest and/or Flood
6. Riot and/or Civil Commotion
7. Impact
8. Theft and/or Attempted Theft
10. Subsidence, Landslip and/or Heave

All other terms and conditions of the insurance shall be unaltered and especially the exclusions shall not be superseded by this clause.

**8. Terrorism Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that Sections A to F of this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

If the **Underwriters** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**NORTHERN IRELAND OVERRIDING EXCLUSION APPLICABLE TO INSURANCES RELATING TO PROPERTY IN NORTHERN IRELAND OTHER THAN PRIVATE DWELLINGS**

Notwithstanding anything in this **Certificate** or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Certificate** does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence of:

(i) civil commotion

(ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

*Note* - "Unlawful association" means any organisation which is engaged in **Terrorism** and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.



“**Terrorism**” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the **Underwriters** allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this **Certificate** the burden of proving that such loss, destruction or damage is covered shall be upon the Assured.

This overriding exclusion applies to this **Certificate** and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

## 9 **Terrorism Exclusion**

In Respect of Section G this **Certificate** does not cover Loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of an Act of **Terrorism**

Except in respect of Section G Sub-Section 1 to the extent that it is necessary to comply with the minimum requirements of the law in the **United Kingdom** of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **employees**.

## 10. **Electronic Data Endorsement “B”**

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the **Certificate** or any endorsement there to, it is understood and agreed, in respect of Sections A to F inclusive, as follows:

- a) This **Certificate** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to “Trojan Horses”, “worms” and “time or logic bombs”.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, the **Certificate**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Certificate** period to property insured by this **Certificate** directly caused by such listed peril.

Listed Perils:

Fire  
Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the **Certificate** or any endorsement there to, it is understood and agreed as follows:

Should electronic data processing media Insured by this **Certificate** suffer physical loss or damage insured by this **Certificate**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced

or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**11. Electronic Date Recognition Exclusion "EDRE"**

Sections A to F of this Certificate do not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year 2000, or any other date change, including leap year calculations, by any computer system hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not: or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

**12. The Underwriters shall not indemnify the Insured under Section G Sub-Section 2 or Sub-Section 3 of this Certificate against liability for any sums for which the Insured is/ or becomes liable to pay as a result of any claim(s) made against the Insured or for any associated defence costs or expenses of any kind, from any liability arising, directly or indirectly, out of :**

- a) loss of, alteration of, or damage to  
or
- b) a reduction in the functionality, availability or operation of

a computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the **Insured's** e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks, including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **Insured** or by any person, persons, partnership, firm or company acting for the **Insured** or on the **Insured's** behalf.

**13. In respect of Section G Sub-Section 2 and Sub-Section 3, the Underwriters shall not indemnify the Insured against legal liability arising out of or in connection with the corruption or erasure of data documents, information or records stored on computer or media systems howsoever caused.**

**14. In respect of Section G herein:**

- a) the **Underwriters** shall not indemnify the **Insured** against any liability which is assumed by the **Insured** by agreement unless such liability would have attached in the absence of such agreement
- b) the **Underwriters** shall not indemnify the **Insured** against liability for
  - i) punitive exemplary aggravated or restitutionary damages
  - ii) multiple damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier
  - iii) any fine or penalty

- 15 The **Underwriters** shall not indemnify the **Insured** under Section G sub-section 2 or sub-section 3 of this **Certificate** against liability
- i) in respect of **Bodily Injury** to any **Employee** which arises out of and in the course of their employment or engagement by the **Insured**
  - ii) in respect of loss of or damage to **Goods**
  - iii) for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of **Goods**
  - iv) in respect of **Pollution**
16. **Asbestos and Hazardous Substances Exclusion**  
It is hereby understood and agreed that in respect of Section G sub-section 2 or sub-section 3 this **Certificate** does not indemnify the **Insured** in respect of their legal liability directly or indirectly arising out of, or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss
17. **Exclusion for Misuse of the Internet and Extra-net**  
It is hereby understood and agreed that in respect of Section G sub-section 2 or sub-section 3 this **Certificate** does not indemnify the **Insured** in respect of their legal liability directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the **Insureds** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means
- 18 The **Underwriters** shall not indemnify the **Insured** for Loss or Damage costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto
- 19 The **Underwriters** shall not indemnify the **Insured** for Loss or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability
- System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured**) caused by
- (a) the response of a computer to any date or date change or
  - (b) the failure of a computer to respond to any date or date change or
  - (c) the loss of or denial of access to any data either your own or third party or
  - (d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or
  - (e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information

**All Conditions are precedent to liability under this insurance**

**1. Identification**

- (a) The **Certificate Schedule** and all Endorsements are to be read as one contract and any words or expressions to which a specific meaning has been attached in
  - (i) the General Definitions shall have the same meaning wherever they appear except where amended by sectional definitions
  - (ii) each Section of the **Certificate** shall have the same meaning wherever they appear in that Section
- (b) Any Section stated to be not insured in the **Schedule** shall be inoperative

**2. Payment of Premium**

the **Insured** shall pay the premium or any agreed instalment on demand

**3. Reasonable Precautions**

the **Insured** must

- (a) take all reasonable precautions to avoid or minimise the risk of loss destruction damage injury and disease as if this **Certificate** were not in force and ensure that all reasonable safeguards and precautions against accident and disease are provided and used
- (b) exercise all reasonable care in seeing that the tools plant machinery and appliances used in the **Business** are substantial and sound and in proper order and fit for the purpose that they are used
- (c) exercise all reasonable care in the selection and supervision of **Employees**
- (d) comply with all statutory and other obligations and regulations imposed by any authority

**4. Alarms and Protections**

the **Insured** must ensure that

- (a) such protections and/or safeguards as may be referred to in the proposal and declaration as being in force shall not be withdrawn or varied to the detriment of the interests of the **Underwriters** without the **Underwriters** consent and immediate advice shall be given to the **Underwriters** of any notice of withdrawal of police or other security force protection
- (b) the burglar alarm system shall be maintained in good order throughout the currency of this **Certificate** under a maintenance contract with the installing company
- (c) all other protections provided for the safety of the **Insured** property shall be maintained in good order throughout the currency of this **Certificate** and shall be in full effective operation at all appropriate times
- (d) all keys and duplicate keys relative to the above alarm and protections and safes and strong rooms are removed from the **premises** when the **premises** are closed for **Business** or left unattended and at all other appropriate times
- (e) at the time of the closing of the **premises** for **Business** the alarm shall be put into full and effective operation

**5. Limit of Liability**

In respect of Sections A to F inclusive, the **Underwriters** shall not be liable for more than the sum insured stated in the **Schedule** in respect of each loss or series of losses arising out of one event at each location nor for more than the smaller sums for certain items as stated in the **Schedule**

**6. Non Contribution**

This **Certificate** does not cover any loss destruction damage or liability which at the time of happening of such loss destruction damage or liability is also covered in whole or in part by any other insurance or would but for the existence of this **Certificate** be covered by any other insurance except in respect of any **Excess** beyond the maximum amount which would be payable under such other insurance had this **Certificate** not been effected

**7. Reinstatement**

If the **Underwriters** elect or become bound to reinstate or replace any property the **Insured** shall at the **Insured's** expense produce and give to the **Underwriters** all such plans documents books and information as the **Underwriters** may reasonably require The **Underwriters** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonable sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon

**8. Arbitration**

If any difference shall arise as to the amount to be paid under this **Certificate** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent of any right of action against the **Underwriters**

**9. Immediate Notice**

the **Insured** must give immediate notice to the **Underwriters** in writing once the **Insured** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this **Certificate**.

**10. Contracts (rights of Third Parties) Act 1999 Clarification**

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

**11. Cancellation**

The **Underwriters** may cancel this **Certificate** by sending 30 days written notice to the **Insured** at the **Insured's** last known address whereupon the **Insured** shall become entitled to a refund of a proportionate part of the premium subject to retention by the **Underwriters** of 25% of the total premium plus any fees and expenses incurred by the **Underwriters**

The **Insured** may cancel this **Certificate** by sending 30 days written notice to the **Underwriters** via their broker or advisor whereupon the **Insured** shall become entitled to:

- i) In respect of Sections A to F Inclusive, a refund of a proportionate part of the premium subject to retention by the **Underwriters** of 25% of the total premium for these sections plus any fees and expenses incurred by the **Underwriters** whichever is the greater.
- ii) In respect of Sections G, no refund will be applicable

**12. Adjustment of Premium**

If any part of the premium for any Section of this **Certificate** has been calculated on estimates furnished by the **Insured**, the **Insured** must keep an accurate record containing all particulars relative there to and shall at all times allow the **Underwriters** to inspect such record the **Insured** shall within one month from the expiry of each **period of insurance** furnish to the **Underwriters** such particulars and information as the **Underwriters** may require and the premium for such period shall be adjusted and the difference paid by the **Insured** or allowed to the **Insured** as the case may be subject to the retention by the **Underwriters** of any minimum premium under the Sections of this **Certificate**

**13. Observance of Terms**

The due observance and fulfilment of the terms conditions and endorsements of this **Certificate** in so far as they relate to anything to be done and/or complied with by the **Insured** and the truth of the statements and the answers in the proposal and/or declaration made by or on behalf of the **Insured** (which shall be the basis of this insurance and is deemed to be incorporated herein) shall be conditions precedent to any liability of the **Underwriters** to make payment under this **Certificate**

**14. Interpretation**

Any phrase or word in this **Certificate** and the **Schedule** will be interpreted in accordance with the law of England

**15. Instalments**

(This condition shall only operate if the **Underwriters** have agreed to accept the payment of the premium for this **Certificate** by instalments) Where reference is made in this **Certificate** to the payment of premium it is understood that such reference includes the **Insured** having agreed to pay under the terms of a separate instalment agreement

If the **Underwriters** have agreed to accept payment of the first premium or any subsequent premium by instalment the **Certificate** remains an annual contract

If the **Underwriters** do not receive an instalment of premium on or before the specified due date the **Underwriters** may refuse to pay any claim which arises or results from any event which occurs on or after that due date If an unpaid direct debit instalment is not paid when the **Underwriters** ask for it a second time the **Underwriters** will cancel this **Certificate** from the date the first unpaid instalment was due From that date all cover under this **Certificate** will cease and any current **Certificate** of insurance issued under this **Certificate** must be returned to the **Underwriters** immediately

If the **Underwriters** admit a claim discharging all liability under any Section of the **Certificate** the **Underwriters** may deduct any unpaid instalment from the claim payment

**16. Obligations of the Insured**

the **Insured** must:

- i) take all reasonable care to
  - a) prevent accidents
  - b) maintain all **premises** plant and equipment and everything used in connection with the **Business** of the **Insured** in proper repair
  - c) employ only competent **Employees**
  - d) act in accordance with all statutory obligations and regulations
- ii) on any defect or danger becoming apparent
  - a) either forthwith make good or remedy any such defect or danger
  - b) or take such additional precautions as the circumstances require to avoid such defect or danger
- iii) Ensure that all Bona Fide Sub Contractors engaged have Employers Liability and Public/Products Liability insurances in force during the currency of this Certificate and that such insurances
  - a) are for limits of indemnity not less than hereon
  - b) include Indemnity to Principals clausethe **Insured** shall retain a written record of such checks which may be required by **Underwriters**

**17. Asbestos Endorsement**

A. Sections A to F of this Insurance only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically damaged during the **period of insurance** by one of these Listed Perils:

Fire, Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Subterranean Fire, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Subsidence.

This coverage is subject to all limitations in the **Certificate** to which this endorsement is attached and in addition to each of the following specific limitations:

1. The said building or structure must be insured under this Insurance for damage by a Listed Peril.

2. The Listed Peril must be the immediate sole cause of the damage to the asbestos.
3. The Assured must report to the **Underwriters** the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However this Insurance does not insure any such damage first reported to the **Underwriters** more than 12 (twelve) months after the expiration, or termination, of the **period of insurance**.
4. This Insurance shall provide no cover (whether for physical damage, Business interruption, delay of repair or other consequential loss) in respect of:
  - (i) wear and tear or inherent defect, quality or vice in or of any asbestos;
  - (ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise); or
  - (iii) any asbestos which the Listed Peril has not physically damaged.

B. Except as set forth in the foregoing Part A of this endorsement, this Insurance does not insure asbestos or any interest relating thereto.

18. So far as any Claims Conditions are concerned nothing limits the right of the **Insured** to claim indemnity under Section G Sub-Section 1 of this **Certificate** subject to the "Rights of Recovery" as set out in that Section of this **Certificate**
19. the **Underwriters** may at any time and at their own discretion waive their rights under any condition of this **Certificate**
20. the **Underwriters** may at any time and at their own discretion waive any requirement of or action to be undertaken by the Insured under any condition of this **Certificate**
21. the **Underwriters** may at any time and at their own discretion waive the **Underwriters'** rights in respect of other conditions of this **Certificate** or other claims
22. **Meaning**  
Where the context allows any word or expression to which a specific meaning has been attached in any part of this **Certificate** shall bear that meaning wherever it may appear
23. **Jurisdiction**  
The courts of England and Wales shall have exclusive jurisdiction over any dispute arising under or in relation to this **Certificate**
24. **Data Protection 1998**  
It is understood by the **Insured** that any information provided to the **Underwriters** regarding the **Insured** will be processed by the **Underwriters**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.



## Preamble

There will be no cover under this policy unless **You** have sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Helpline**:

- 1 **Before carrying out any disciplinary procedure or action**
- 2 **Before the dismissal of an Employee**
- 3 **Before implementing a redundancy programme and before making an Employee redundant**
- 4 **On formal or informal notification of a grievance by an Employee or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age**
- 5 **Before making any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)**
- 6 **On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice**

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Professional Adviser's** fees unless court **Proceedings** are issued, or a conflict of interest arises. Where, following the issue of court **Proceedings**, **You** have elected to use a **Professional Adviser** of **Your** own choice **You** will be responsible for any **Professional Costs and Expenses** in excess of **Our Standard Professional Costs and Expenses**.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and within 180 days of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.



**Aggregate Limit**

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Limit** is £500,000.

**Attendance Expenses**

Means the actual loss of earnings of any **Employee**, or other officer of **Yours** for the period they are absent from work to attend at any court or tribunal hearing either:-

- a) As a witness on **Your** behalf and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- b) As a party to the **Proceedings** and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- c) While attending Jury Service  
For each half or full day of such attendance and shall be calculated on the basis that:
  - i. The period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

**The maximum payable in respect of one eight hour period shall be £100 per person.**

**Awards of Compensation**

Basic and compensatory awards of compensation which **You** must pay as a result of judgment in a dispute under legislation following a claim under section of cover 'Employment Disputes and Compensation Awards a';

Or

An out-of-court settlement of a claim under section of cover 'Employment Disputes and Compensation Awards a', to which **We** have given **Our** prior written consent.

**Business Premises**

The business premises declared to and accepted by **Us**.

**Dismissal**

Has the meaning given by s.95 of the Employment (Rights) Act 1996, as amended. Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline**.

**Director**

**Your Director(s)** including executive officers.

**Employee/Your Employee(s)**

Any person under a contract of service with **You** in connection with the business insured under this policy.

**Excess**

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance is £500.

**Geographical Limits**

United Kingdom, The Channel Islands or The Isle of Man.

**Insured Event**

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Limit**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

**Insurers**

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

**Legal Helpline**

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

**Limit**

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**.

The **Limit** for each section of cover is £75,000.

**Period of Insurance**

The period of cover declared to and accepted by **Us**.

**Proceedings**

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Geographical Limits**.

**Professional Adviser**

**Our** panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

**Professional Costs and Expenses**

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

**Standard Professional Costs and Expenses**

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

**We/Us/Our/Ourselves**

Arc Legal Assistance Limited acting on behalf of **Insurers**.

**You/Your**

The person(s), company or companies declared to and accepted by **Us**.

This insurance provides indemnity in respect of Professional Costs and Expenses up to the Limit where:

- a) The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days of occurrence
- b) The **Insured Event** and any **Proceedings** take place within the **Geographical Limits**

## What is Insured

### Professional Costs and Expenses incurred by You

- a) In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
  - i. The contract of employment with **You**
  - ii. Actual or alleged breaches of their statutory rights under employment legislation
- b) **Awards of Compensation** made against **You** arising from claims under section a) above
- c) In defence of civil **Proceedings** under The Health and Safety at Work etc Act 1974

## What is not insured

### Claims

- Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment
- Under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or under sections 64 to 80 of The Equality Act 2010 and any amending legislation
- For protective awards as defined in S189(3) Trade Union and Labour Relations (Consolidation) Act 1992 and any amending legislation or settlements in respect of such awards

### For Redundancy Payments

- Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with the advice provided and procedures laid down by the **Legal Helpline** as described in the conditions to this insurance
- Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning
- For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights
- For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**
- For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**
- For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged contract of employment

## What is insured

### Professional Costs and Expenses incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work etc Act 1974
- c) Your **Employee** (including **Directors** and officers), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

## What is not insured

### Claims

- Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors** and Officers) amounting to an act of unlawful discrimination
- For criminal prosecutions brought under Health and Safety legislation
- For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- Arising from a motor prosecution
- Arising from **Your** prosecution alleging:
  - a) Intentional obstruction of a person in the execution of a warrant issued under the Data Protection Act 1998 by **You** or by an **Employee**
  - b) Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

## What is Insured

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **You** in **Proceedings** arising from appeals against any enforcement or other notices served on **You** under Part 5 of the Data Protection Act 1998.

## What is not insured

### Claims

- Rising from a failure to register as a Data Controller
- For **Proceedings** against **You** alleging contempt of the Data Protection Tribunal
- Arising from a failure to respond to any notice served on **You** under the Data Protection Act 1998
- Arising from a failure to comply with any legislative requirement concerning the processing of sensitive data

## What is Insured

**Professional Costs and Expenses** incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, or is likely to result in, physical damage to that property and/or financial loss by **You**.

## What is not insured

### Claims

- Arising from a contract made between **You** and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property
- Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf
- Involving:
  - a) Goods in transit
  - b) Goods hired or lent to third parties
  - c) Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**
- Arising from an appeal against refusal of planning permission

### **What is insured**

**Proceedings** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your Business Premises**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

### **What is not insured**

#### **Claims**

- Arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land
- For adverse possession
- In respect of a contract **You** have entered into



**Exclusions applicable to all sections of cover.**

**We will not be liable for:-**

**War and similar risks**

Any consequence of:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

**Radioactivity**

Any expense, directly or indirectly arising from:

- a) Ionising radiation 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 nuclear assembly or nuclear component

**Professional Costs and Expenses incurred**

- a) Where the **Insured Event** had commenced or occurred:
  - i. Before this policy started; or
  - ii. On, or after the renewal of this policy and which **You** knew, or should reasonably have known, could result in a claim
- b) For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- c) Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d) Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e) Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
- f) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
- g) Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings**
- i) In respect of the amount in excess of **Our Standard Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
- j) Where the **Insured Event** occurs outside of the **Geographical Limits**
- k) In defending or pursuing new areas of law or test cases
- l) Incurred in avoidable correspondence

- m) Which are recoverable from a court, tribunal or elsewhere
- n) Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate

#### Claims

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Notified to **Us** more than 180 days after the **Insured Event**
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
  - i. Subsidence or mining or quarrying activities
  - ii. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
  - iii. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
  - iv. Actual, planned or proposed works by or under the order of any government or public or local authority
  - v. Planning law including town and country planning legislation
  - vi. The construction of or structural alteration to buildings or parts of buildings
  - vii. Libel or slander or malicious falsehood
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent

#### Other Costs

Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

## Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance advisor.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- i. Where **We** have a reasonable suspicion of fraud
- ii. **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

## Appointing a Professional Adviser

- a) At any time before Proceedings are issued **We** will:
  - i. Take over the claim and deal with it in **Your** name.
  - ii. Appoint solicitors to act for **You** as **Professional Adviser**.
- b) If Proceedings need to be issued:
  - i) **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**
  - ii. If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision
- c) If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**.

## Conducting Proceedings

**You** will instruct the nominated **Professional Adviser** to:

- a) Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b) To keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

**We** will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

## Our right to information

**We** will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

**We** will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

**We** will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

#### **Co-operation**

**You** will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

#### **Investigation of the claim**

**We** may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

#### **Information to be given to the Professional Adviser**

You will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

#### **Assessment of bills**

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

#### **Withdrawal and discontinuance**

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

**We** will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

#### **Recovery of costs from third parties**

**You** will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

#### **Agreement**

**We** will not be bound by any agreement

#### **Disputes**

In the event of any dispute arising between **You** and **Ourselves** which cannot be resolved in accordance with **Our** complaints procedure (available on request), or where provision has not already been made, the dispute may, where we both agree, be referred by **You** for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or, failing agreement, by the Law Society.

Any arbitration will be in accordance with the provisions of the then current arbitration acts and will be binding on both parties. The costs will be at the discretion of the arbitrator.

#### **Prospects of Success**

If at any time **We** consider **Your** prospects of success in the **Proceedings** are not good, or that **Your** interests can be achieved by other means, **We** will provide **You** with a written explanation of **Our** decision.

**We** will then be under no further liability to indemnify **You** in respect of the case.

In forming **Our** decision **We** may take into account: -

- a) The amount of money at stake
- b) The fact that a reasonable insured, without legal costs insurance would not wish to pursue this matter
- c) The prospects of being able to enforce a judgment

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

#### **Applicable Law**

United Kingdom law allows for the **Insurers** and **You** to choose the law applicable to this insurance contract. **We** propose that the contract is governed by English law. If there is any dispute as to which law applies it shall be English law.

#### **Language**

The language for contractual terms and obligations will be English.

#### **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

#### **Value Added Tax**

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

## Claims

The following Claims Conditions are conditions precedent to liability and no claim will be paid unless full and complete adherence to these conditions is maintained by the **Insured**

These Claims Conditions shall apply notwithstanding any sums borne by the **Insured** as an **excess** or deductible unless agreed otherwise in writing by the **Underwriters**

### a) **Notification**

#### **In respect of Sections A to F inclusive:**

If loss destruction damage or injury occurs which may result in a claim under this **Certificate** or which may give rise to a claim being made against the **Insured**, the **Insured** must:

- i. tell the police immediately if it involves theft or any attempted theft riot malicious damage or vandalism or any loss of money and offer the police all reasonable assistance in the apprehension of the person(s) responsible and the recovery of any stolen property
- ii. Tell the **Underwriters** immediately in writing and provide the **Underwriters** with such particulars as the **Underwriters** may require in connection therewith. Such communications to be via your broker or insurance advisor.
- iii. forward unanswered by the **Insured** to the **Underwriters** immediately on receipt every letter writ summons and process in connection therewith
- iv. give all information and assistance required by the **Underwriters** in connection therewith
- vi. in addition to full and complete adherence to the above Claims Conditions promptly provide all information to and co-operation with **Underwriters** or their appointed agents to enable **Underwriters** to comply with any relevant Practice Directions and Pre-Action Protocols as may be in being at anytime.

#### **In respect of Section G only:**

If loss destruction damage or injury occurs which may result in a claim under this **Certificate** or which may give rise to a claim being made against the **Insured**, the **Insured** must:

- i. Tell the **Underwriters** within 30 days in writing and provide the **Underwriters** with such particulars as the **Underwriters** may require in connection therewith. Such communications to be via your broker or insurance advisor.
- ii. forward unanswered by the **Insured** to the **Underwriters** within 3 days of receipt every letter writ summons and process in connection therewith
- iii. give all information and assistance required by the **Underwriters** in connection therewith .
- iv. in addition to full and complete adherence to the above Claims Conditions promptly provide all information to and co-operation with **Underwriters** or their appointed agents to enable **Underwriters** to comply with any relevant Practice Directions and Pre-Action Protocols as may be in being at anytime.

### b) **Excess Calculation and Payment by the Insured**

The **excess** shall be calculated by the **Underwriters** and shall be inclusive of any indemnity payable, investigation costs & expenses and defence costs & expenses incurred by **Underwriters** subject to a maximum amount payable as shown in the **schedule**. In the event that the **Insured** fails to comply with any of the conditions contained herein then the **Underwriters** reserve the right to increase the **excess** payable by 100%.

Payment of any **excess** due shall be made on demand and funds should be received by the **Underwriters** no later than 7 days from the date of request.

### c) **Non Admittance or Repudiation of Liability**

the **Insured** and/or person claiming to be indemnified under this **Certificate** shall not incur any expense in making good any loss destruction or damage nor admit or repudiate liability for or negotiate or make any offer promise agreement or payment in connection with any occurrence which may result in a claim under this **Certificate** without the prior written consent of the **Underwriters**

### d) **Action to Reduce Loss**

the **Insured** must do and allow to be done anything reasonably practicable to reduce any loss destruction damage or interruption of or interference with the **Business** which may be the subject of a claim under this **Certificate**

- e) **Salvage**  
On the happening of any loss destruction or damage the **Insured** shall give the **Underwriters** or the **Underwriters** agent or representative leave and licence to enter the building where the loss destruction or damage has occurred and take and keep possession of any of the property **Insured** and deal with the salvage in a reasonable manner If the **Insured** shall hinder or obstruct the **Underwriters** or the **Underwriters** agent or representative from doing any of the foregoing acts all benefit under this **Certificate** shall be forfeited
- f) **Fraudulent Claims**  
If the **Insured** shall make any statement claim or representation knowing the same to be false or fraudulent as regards amount or otherwise this **Certificate** shall become void and all claims here under shall be forfeited
- g) the **Underwriters** may at any time and at their own discretion accept notification of or continue to deal with any claim or claims under this **Certificate** notwithstanding a breach by the **Insured** of any condition of this **Certificate** and no such waiver acceptance or action by the **Underwriters** will waive or limit any obligation of the **Insured**
- h) the **Underwriters** may at any time and at their own discretion take over take over and conduct in the name of the **Insured** the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against all other parties or persons
- i) the **Underwriters** may at any time and at their own discretion in respect of Section G only pay to the **Insured** the **Limit of Indemnity** less any Costs incurred by the **Underwriters** or any lesser sums for which any claim or claims under any Section of this **Certificate** can be settled. In that event the **Underwriters** shall not be under any further liability
- j) If in respect of any claim under Section G there is any other insurance or indemnity in favour of the **Insured** in force relative to such claim or there would be but for the existence of this **Certificate** the liability of the **Underwriters** shall be limited to the amount in excess of that which would have been payable (but for the existence of this **Certificate**) in respect of such claim. Subject always to the **Limit of Indemnity**
- k) **Subrogation**  
The **Underwriters** shall be entitled to take over and conduct in the name of the **Insured** and/or any person claiming to be indemnified under this **Certificate** the defence or settlement of any claim and to prosecute in the name of the **Insured** and/or other person for the **Underwriters** benefit any claim for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim the **Insured** and/or other person shall give to the **Underwriters** such information and assistance as the **Underwriters** may reasonably require.



## Claims Procedure for employment cover

**You** will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Without prejudice to the generality of this condition:

- a) Immediately any of the following actions are contemplated, **You** must contact the **Legal Helpline** and follow the advice given before:
1. Before carrying out any disciplinary procedure or action
  2. Before the dismissal of an **Employee**
  3. Before implementing a redundancy programme and before making an **Employee** redundant
  4. On formal or informal notification of a grievance by an **Employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
  5. Before making any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration)
  6. On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an **Employee** walking out with or without notice

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- b) If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the Legal Helpline. This must be done immediately because of the statutory 28 days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your** Professional Adviser. Upon request, **You** must complete a claim form by visiting [www.arclegal.co.uk/](http://www.arclegal.co.uk/) information centre and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.
- c) If a former **Employee** requests a written statement of reasons for Dismissal, **You** must contact the Legal Helpline, not later than 7 days from the request and prior to the statement being given.
- d) If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the Legal Helpline first and follow their advice.

## Claims Procedure (other than employment cover)

Potential claims must be notified to **Us** by telephoning the Legal Helpline quoting and before instructing a Professional Adviser. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an Insured Event. (If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the Legal Helpline. Professional Costs and Expenses incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre).

Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

## Data Protection Act

**Your** details, **Your** insurance cover and claims will be held by **Us** and or the Insurers for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.



### **Business Legal Helpline**

The helpline service may be used to discuss any business legal problem concerning You. Simply telephone 0344 770 1049 quoting “Club PM Legal Helpline” and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, You must use the helpline first.

### **Customer Service**

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**. Further information about the service and eligibility is available at <http://www.financial-ombudsman.org.uk>.

Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 01206 616003  
Email [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **Compensation**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the Insurer are unable to meet their obligations, **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at <http://www.fscs.org.uk/>

### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**.



