



Executive Commercial Combined Policy Wording

(Includes Premier Legal Expenses Cover)

Executive Commercial Combined Policy

Excluding Commercial Legal Expenses

Thank you for choosing Covéa Insurance.

This is **your** policy. It sets out the details of **your** insurance contract with Covéa Insurance.

Your premium and the other terms of **your** policy have been calculated upon the information shown in the policy **schedule** and recorded in:

- any application for the insurance completed by **you** or on **your** behalf (proposal form, Statement of Fact or electronic application);
- any written information supplied by **you** supplementary to the application for the insurance;
- any declaration in connection with the above.

Please read the policy and **schedule** carefully to ensure that the cover meets **your** requirements.

Please contact **your** insurance broker if **you** have any questions or if **you** wish to make any adjustments



James Reader
Chief Executive Officer
Covea Insurance plc
Registered in England and Wales No. 613259
Registered Office: Norman Place, Reading RG1 8DA.

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document. Any word or expression given a specific meaning in:

- a) the **schedule**, and policy endorsements, or this Introduction and the Definitions, General Conditions and General Exclusions shall have the same meaning throughout the policy unless **we** state otherwise
- b) an individual section or any section endorsements shall only have the same meaning throughout such section or endorsement unless **we** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with bold text within the policy wording.

In return for **you** having paid or agreed to pay the premium for the **period of insurance**, **we** will indemnify **you**, subject to the terms contained in or endorsed on the policy, in respect of **damage, bodily injury** or liability or pay other benefits which fall within the Insured sections of this policy, provided that the **damage, bodily injury** or liability which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **period of insurance** and in connection with the **business**.

The **schedule** shows the sections of the policy that are Insured.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information. If **you** do not comply with **your** duty to make a fair presentation of the risk, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant please ask **your** insurance broker. If **you** do not tell **us** about relevant changes, **your** policy may not be valid or the policy may not cover **you** fully or at all.

You should keep a written record (including copies of letters) of any information **you** give **us** or **your** insurance broker.

Our promise of satisfaction and service

If this policy does not meet your needs, you have the right to cancel it for a period of 14 days from the date your policy begins or from the date you receive this policy document if this happens later. If you cancel it in this period you will receive a full premium refund. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any claims payments we have made, or may be required to pay.

Please see the **General Condition - Cancellation** on page 11.

Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.

Authorisation and Regulation

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. It appears on the Financial Services register under number 202277.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Telephone: 0207 892 7300 or at www.fscs.org.uk

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Glass Breakage

0333 00 333 88

A 24 hour Helpline operated by Glassolutions Installations by utilising their nationwide fleet of mobile glaziers to provide a glass and frame replacement/repair service. Provided this is covered by your policy, the cost will be paid direct by us less the excess.

Claims procedure

Covéa Insurance Commercial Care Line

If you need to make a claim under this policy (other than under the Legal Expenses - Section A) please contact your insurance broker or call us on **0330 134 8185**.

Please Quote Reference: **Binder Number 12547** followed by your policy number.

Dedicated fax number 0844 902 2207
By E-Mail commercialclaims@coveainsurance.co.uk
In writing Covéa Insurance Commercial Care Line
Norman Place, Reading RG1 8DA

The claims procedure for Legal Expenses is set out within section A of the policy on page 43.

To ensure we maintain a high quality service, we may monitor or record telephone calls.

From the moment you or your insurance broker calls, we will take full responsibility for dealing with your claim. When you telephone please ensure you have your policy number and details of the claim to hand.

We will:

- confirm whether the event is insured
- if necessary, arrange for a loss adjuster to contact you
- give you advice on how your claim will be dealt with and any excess you may have to pay. In most cases you will need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

The claims procedure for Legal Expenses is set out within that sub-section of the policy on page 43.

Advice and Services

Customers with a disability

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner. Alternatively, if you have hearing or speech difficulties and have access to a text telephone you can call any of our numbers using the text relay service operated by Action on Hearing Loss (formerly known as RNID).

Risk Management

Our experienced Risk Management Surveyors are available to visit your business to give you help and guidance on suitable security measures. They can also give you advice on practical steps to protect your premises from fire, extreme weather conditions and many other aspects including health and safety.

Complaints Procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. However, we appreciate that occasionally things go wrong. If you have a complaint under this policy (other than for Legal Expenses or Loss Recovery Insurance), in the first instance, please contact your broker who arranged the insurance for you. In some cases they will be able to resolve any concerns and you should contact them directly. Alternatively, you can contact:-

Customer Services Manager Covea Insurance plc 50 Kings Hill Avenue Kings Hill West Malling Kent ME19 4JX	OR	The Complaints Department Insureit UK Ltd Three Charter Court Wolverhampton West Midlands WV10 6TD
Tel No: 0330 134 8203 information@coveainsurance.co.uk		Tel No: 03706 260 260 Complaints@Insureituk.com

If you remain dissatisfied you may, under certain circumstances, refer your complaint to:

The Financial Ombudsman Service
The Exchange Tower
London
E14 9SR
Telephone: **0800 023 4567 or 0300 123 9123**
Website: www.financial-ombudsman.org.uk

Please note the Financial Ombudsman Service will only normally consider a complaint once we have issued a final response. Following this procedure will not affect your legal rights.

Details of our internal complaint - handling procedure are available on request from The Complaints Department (*see above*). The complaints procedure for Legal Expenses is set out within section A, page 44 of the policy.

Definitions - Applicable to Section 1 to 10 (Excluding Section A – Commercial Legal Expenses Section)

Any words or expressions listed below will carry the same meaning wherever they appear in bold in the policy unless stated otherwise.

accident

direct physical loss caused by:

- electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires
- **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure
- **damage** to hot water boilers or other water heating equipment, oil, storage tanks or other **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- **damage** caused by operator error that results in the overloading of **covered equipment**

All **accidents** that are the result of the same event will be considered as one **accident**

act of terrorism

an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and

- involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and
- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and
- is committed for political, religious, ideological or other similar purposes

additional costs

those costs beyond what would have been required had no **hazardous substance** been involved

biomass or biogas installation

any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors

bodily injury

death, injury, illness, disease or shock – (not applicable to Legal Expenses sub-section)

breakdown

- the actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- fracturing of any part of the **covered equipment** by frost, when such fracture renders the
- **covered equipment** which makes it inoperative
- the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

building, buildings

the building or buildings stated in the **schedule** including

- outbuildings
- walls, gates and fences around the **building** and belonging to **you**
- permanent fixtures and fittings including alarms systems
- car parks, driveways, paths, steps and roadways
- piping, ducting, cabling and control gear
- fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
- sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
- air conditioning and central heating systems
- foundations, extensions, annexes, gangways, conveniences and sub-stations
- underground services

on the **premises** or extending to the perimeter of the **premises** and for which **you** are legally responsible

business

the business as stated in the **schedule** including the provision and management of catering, social, sports, educational and welfare facilities for the benefit of **employees**, first aid, medical, ambulance, fire and security services and maintenance of the **premises**

business hours

the period during which the **premises** are occupied by **you** or **your** authorised **employees** for the purposes of the **business**

collapse

the sudden and dangerous distortion (whether or not accompanied by rupture) of any part of the **covered equipment** caused by crushing, stress by force of steam or other fluid pressure (other than pressure of chemical action, ignited flue gases or ignition of the contents)

computer equipment

computer or other data processing equipment, including **media**, and other items used in conjunction with such equipment and **portable**

computer equipment

covered equipment

equipment at the **premises** owned by **you** or for which **you** are responsible

- which is built to operate under vacuum or pressure, other than weight of contents that generates, transmits or converts energy
- comprising **computer equipment**

It does not include:

- any supporting structure, foundation, masonry, brickwork or cabinet
- any insulating or refractory material
- any vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is under vacuum or pressure included but not the actual vehicle)
- self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at **your premises**) dragline, excavation or construction equipment
- equipment manufactured by **you** for sale
- safety or protective devices due to their functioning
- tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal

covered equipment continued

- any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment, experimental or for other medical or scientific purposes with a new replacement value in excess of £30,000
- any **manufacturing production or process equipment** including linked **computer equipment**
- any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- any kitchen and food preparation equipment, laundry and cleaning equipment, audio visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by **you** or for which **you** are responsible)
- any **biomass or biogas installation**
- any **hydroelectric installation**

damage

loss, destruction or damage unless otherwise excluded

declared value

your assessment of the cost of reinstatement of the **buildings, computer equipment, tenants improvements or trade contents** arrived at in accordance with paragraph a) of Basis of claims settlement g) under the Property Damage section at the level of costs applying at the start of the **period of insurance** (ignoring inflationary provisions which may apply subsequently) together with an allowance for

- a) the additional cost of reinstatement to comply with
 - i) European Union Legislation
 - ii) Act of Parliament
 - iii) Bye laws
- b) professional fees
- c) debris removal cost

denial of service attack

any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but without limitation the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

derangement

electrical or mechanical malfunction arising from a cause internal to **computer equipment** unaccompanied by visible **damage** to or breaking out of any parts of the equipment

employee

in connection with **your business** any

- person under a contract of service or apprenticeship to **you**
- labour master or labour only sub contractor or person supplied by them
- self employed person providing labour only
- trainee or person undergoing work experience, training, study or exchange scheme
- person hired to or borrowed by **you**
- voluntary workers

(not applicable to section 11 - Legal Expenses sub-section)

estimated gross profit

the amount declared by **you** to **us** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

estimated gross rent receivable

the amount declared by **you** to **us** as representing not less than the **gross rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

estimated gross revenue

the amount declared by **you** to **us** as representing not less than the **gross revenue** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months

Europe

the **United Kingdom**, Northern Ireland and the countries of the European Union and the Channel Islands

excess

the amount for which **you** will be responsible and which will be deducted from each and every claim

explosion

the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action, ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of its contents

general cover

any insurance provided by this policy (other than the Terrorism Section) in respect of property and/ or business interruption in **Great Britain**

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man nor the Channel Islands

gross profit

the amount by which the sum of the **turnover** and the amount of the closing **stock** will exceed the sum of the amount of the opening **stock** and the amount of the **specified working expenses**

gross rent receivable

the money paid or payable to **you** for accommodation and services provided (including service charges) at the **premises**

gross revenue

the money paid or payable to **you** for work done and services rendered in the course of the **business**

hacking

unauthorised access to any **computer equipment**

hazardous substance

any substance, other than ammonia, that has been declared to be hazardous to health by a governmental agency

hydroelectric installations

any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment plus any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment

indemnity period

the period beginning with the date of **damage** and lasting for the period during which **your business** is affected as a result of the **damage**, but not longer than the **maximum indemnity period** shown in the **schedule**

intruder alarm installation

the component parts of the alarm including the means of communication used to transmit signals

license

the license granted by the relevant licensing authority for the retail sale of intoxicating liquor at the **premises** or such other license as may be defined in the **schedule**

loss of limb

total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb

loss of sight

total and irrecoverable loss of sight in one or both eyes

manufacturing production or process equipment

any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus

maximum indemnity period

the period stated in the **schedule** as the maximum indemnity period

media

all forms of electronic magnetic and optical tapes and discs for use in any **computer equipment**

money

current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers chequers, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the **business** and belonging to **you** or for which **you** are legally responsible

non negotiable money

crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the **business** and belonging to **you** or for which **you** are legally responsible

notifiable human infectious or contagious disease

those diseases notifiable under the Public Health (Infectious Diseases) Regulations 1988, namely Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without **our** prior written consent

nuclear installation

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

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

nuclear reactor

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

operative sections

the sections which **you** have selected and for which cover is provided by this policy

operative time

anytime or such other period of time as may be stated in the **schedule**

outstanding debit

the individual amounts owed to **you** by **your** customers and shown as outstanding in **your** records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **your** books during the period between the last record and the date of the **damage**

overnight

between the hours of 21.00 and 06.00

portable computer equipment

- laptops, palmtops and notebooks
- personal digital assistants
- projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**
- removable satellite navigation systems
- digital cameras

period of insurance

the period stated in the **schedule** as the period of insurance

permanent total disablement

permanent inability to engage in any gainful employment, other than such inability caused by **loss of limb** or **loss of sight**

personal effects

personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **you** directors, partners, **employees**, customers and visitors

phishing

access or attempted access to data or information by means of misrepresentation or deception

pollutants

any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed) and legionella bacteria

pollution or contamination

pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health

premises

the **buildings** and the land inside the boundary of the risk address stated in the **schedule** occupied by **you** for the purpose of the **business**

products

any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **you** in connection with the **business** and no longer in **your** possession or control

property insured

buildings, computer equipment, stock, specified stock, tenants improvements and **trade contents** or any other property, as specified in the **schedule**

rate of gross profit

the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**

refrigeration unit

refrigerators, freezer units and chiller cabinets

schedule

this provides details of **you**, the **period of insurance**, the **operative sections** of the policy, the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording

specified stock

stock of tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones and non-ferrous metals owned by **you** or for which **you** are legally responsible for the purposes of the **business**

specified working expenses

the following expenses of the **business** which are considered to vary directly with the **turnover** and are therefore not included in the insurance:

- 100% of purchases of materials (less discounts received)
- 100% of carriage, packing and freight (other than **your** own)
- 100% of bad debts

standard gross rent receivable

the **gross rent receivable** during that period in the twelve months immediately before the date of **damage** which corresponds with the **indemnity period**

standard gross revenue

the **gross revenue** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period**

standard turnover

the **turnover** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period**

stock

stock and materials in trade including

- raw materials
- work in progress
- finished goods
- goods in trust

owned by **you** or for which **you** are legally responsible for the purposes of the **business** excluding **specified stock**

temporary total disablement

temporary and absolute inability to engage in usual occupation

tenant's improvements

improvements, alterations and decorations which have been undertaken to the **buildings** either by **you** or a previous occupier, as tenant and for which **you** are legally responsible as occupier and not as owner

territorial limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

trade contents

the following property used solely in connection with **your business**, belonging to **you** or for which **you** are legally responsible and kept at the **premises**

- machinery, plant, trade and office furniture
- fixtures, fittings, blinds and signs
- all other contents including **personal effects**, curios and pictures
- **money** not exceeding £500

not including motor **vehicles**, **computer equipment, stock, specified stock, tenant's improvements** and glass

turnover

the money paid or payable to **you** for products supplied and services rendered in the course of the **business**

unattended vehicle

any **vehicle** left without **you**, or one of **your employee** or a responsible adult authorised by **you**, remaining in or on such **vehicle**

United Kingdom

England, Scotland, Wales and the Isle of Man

unoccupied

empty, vacant or no longer used for a period of more than thirty consecutive days

vehicle

any road vehicle including trailers and containers

verified

checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

virus or similar mechanism

program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but without limitation Trojan horses, worms and logic bombs

we, us, our

Covea Insurance plc unless otherwise stated

working day of the driver

the period in any day during which a **vehicle** is being used for purposes in connection with the **business**

you, your, yours

the person, persons or company named as the Insured in the **schedule**

General Conditions - Applicable to Section 1 to 10 (Excluding Section A – Commercial Legal Expenses Section)

Cancellation

You may cancel this policy by giving written instructions, in the first instance to your broker who arranged the insurance for you. Alternatively, you can contact:-

Customer Services Manager Covea Insurance plc 50 Kings Hill Avenue Kings Hill West Malling Kent ME19 4JX	OR	Insureit UK Ltd Three Charter Court Wolverhampton West Midlands WV10 6TD
Tel No: 0330 134 8203 information@coveainsurance.co.uk		Tel No: 03706 260 260 Complaints@Insureituk.com

You may cancel this policy within 14 days from the date it begins or from the date **you** receive the policy document and **schedule**, whichever is the latter, returning the policy document and **schedule** to **us** at the above address.

You will receive a refund for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule** but if there has been an incident which has resulted or could have resulted in a claim, **you** must reimburse **us** for any amounts **we** have paid or may be required to pay, in respect of the incident.

In the event of cancellation by **you** after the 14 day period described above or cancellation by **us** at any time, **we** will refund a pro rata proportion of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

We, or any agent appointed by **us**, and acting with **our** authority have the right to cancel **your** policy, where there is a valid reason for doing so. **We** will give **you** fourteen days' notice of cancellation in writing, by recorded delivery, to the latest address **we** have for **you** and will set out **our** reason for cancellation in **our** letter.

Valid reasons may include but are not limited to:

- a) not
 - i) paying a premium when it is due
 - ii) co-operating with **us**, or sending **us** information or documentation that materially affects **our** ability to process the policy or **our** ability to defend **our** interests
 - iii) taking all reasonable precautions to prevent or minimise **damage, bodily injury** or liability as required by General Condition of Reasonable Care of this policy, Page12
- b) and failing to put this right when **we** ask **you** to by sending **you** seven days written notice to **your** last known address.

If **we** cancel **your** policy, **we** will refund the premium for the exact number of days left on the policy plus the prevailing rate of Insurance Premium Tax as stated on **your** policy **schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

Change in risk

You or **your** insurance broker must tell **us** immediately if during the **period of insurance** there is any alteration in risk or to the facts which **you** disclosed when **you** took out this policy, which materially affects the risk of **damage, bodily injury** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **business** or the **premises**.

When **you** tell **us** about an alteration in risk, **we** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **us**, **we** may cancel the policy in accordance with General Condition of Cancellation, Page 11.

This policy shall be avoided if:

- a) **your** interest ceases other than by death
- b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **we** have accepted the change.

Nothing contained in this policy shall give any right against **us** to any person other than **you** except to a transferee approved by **us**.

Claims

It is a condition precedent to **our** liability that in the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **property insured** has been lost outside the **premises**
- advise **us** as soon as reasonably possible
- not admit or repudiate liability without **our** written consent
- inform **us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **us** immediately, unacknowledged
- provide at **your** own expense all assistance, details and evidence **we** may reasonably require
- take all reasonable steps to mitigate the extent of any **damage**.

Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the Insured in this policy will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy against **us**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.

Death of the Insured

In the event of **your** death **we** will, in respect of liability or loss incurred by **you**, indemnify **your** personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall, as though they were **you**, observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

Excess clause

Where stated in the **schedule** **you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy.

If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the risk

You must make a fair presentation of the risk when **you** first take out this policy and also whenever **you** renew it or ask **us** to change **your** cover. If **you** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact or disclosing material facts to **us** in a way which is not clear and accessible **we** may avoid this policy and refuse all claims where:

- a) such failure was deliberate or reckless; or
- b) **we** would not have entered into this policy on any terms had **you** made a fair presentation of the risk.

Should **we** avoid this policy **we**:

- a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **you** asked **us** to change **your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **you** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **you** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **we** would have entered into or renewed this policy, or agreed to make changes to **your** cover on different terms had **you** made a fair presentation of the risk, **we** may:

- i) proportionately reduce the amount payable in respect of a claim; and/or
- ii) treat the policy as if it contained such different terms (other than relating to the premium) that **we** would have applied to the policy had **you** made a fair presentation of the risk

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **your** cover, depending on when **you** failed to make a fair presentation of the risk.

Where **we** elect to proportionately reduce the amount payable in respect of a claim **we** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **you** actually paid with the premium which **we** would have charged had **you** made a fair presentation of the risk. For example, if the premium which **you** actually paid is 70% of the premium **we** would have charged, **we** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **we** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **you** on their behalf) makes a careless misrepresentation, in which case **we** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Fraud

For the purposes of this Condition the definition of '**you / your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **you** or anyone acting on **your** behalf makes a claim which is in any way fraudulent **we**:

- a) will not pay the claim;
- b) may recover from **you** any sums already paid by **us** in respect of the claim; and
- c) may notify **you** that **we** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **we** do treat this policy as having been terminated, **you** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not named as the Insured in the **schedule**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- a) making a claim which is fraudulent, fictitious or known to be false
- b) intentionally exaggerating or inflating a claim
- c) supporting a claim with false or forged documents, information or statements
- d) wilfully causing **damage** or injury

Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

Other insurance

We will not pay for any **damage**, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same **damage**, legal liability or other event.

Other interests (to be declared)

The financial interest of any mortgagee(s), freeholder(s), leaseholder(s) or other party having a similar financial interest, as declared to **us**, is deemed to be noted in the insurance provided under the relevant section of this policy.

Reasonable care

It is a condition precedent to **our** liability that **you** must at all times

- take all reasonable precautions to prevent **damage**, accident or **bodily injury**
- keep the **premises, buildings** and other maintainable property which is insured by this policy in a satisfactory state of repair
- comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use, inspection and safety of property and the safety of persons
- as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime arrange for additional precautions to be effected as the circumstances may require
- exercise due care in the selection and supervision of **employees**.

Reinstatement of sum insured

We will in the event of **damage** under this policy, automatically reinstate the sum insured unless there is written notice by **us** to the contrary, provided that

- **you** undertake to pay the appropriate additional premium
- **you** immediately implement any recommendations **we** make to prevent further **damage** and effect all repair or replacement work without delay.

Rights

We are entitled to enter any building where **damage** to property insured by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **us**.

Security

It is a condition precedent to **our** liability for any claim resulting from fire, theft or malicious damage, that **you** must at all times ensure that

- security devices are put into full and effective operation whenever the **premises** are closed for **business** or left unattended
- keys and all details of any codes or combinations relating to any part of the **intruder alarm installation** and any safe or strongroom are removed from the **premises** whenever the **premises** are closed for **business** or left unattended
- fire break doors and shutters in the **buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **business hours**
- alterations or additions to or changes in or removal of security devices are advised to **us** immediately in writing.

Subjectivity

We will clearly state in the **schedule** if the cover provided by this policy is subject to **you**

- providing **us** with any additional information requested by a required date(s)
- completing any actions agreed between **you** and **us** by a required date(s)
- allowing **us** to complete any actions agreed between **you** and **us**.

If required by **us**, **you** must allow **us** access to the **premises** and/or the **business** to carry out a survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required date(s)) **we** may, at **our** option

- modify **your** premium
- issue a mid-term amendment to **your** policy or section terms and conditions
- require **you** to make alterations to the insured **premises** by the required date(s)
- exercise **our** right to cancel the policy
- leave the policy or section terms and conditions and the premium unaltered.

We will contact **you** with **our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **you** and/or any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions **we** will consider **your** comments and where **we** consider appropriate will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction.

In the event that the matter cannot be resolved

- **you** have the right to cancel this policy from a date agreed by **you** and **us** and provided no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover
- **we** may at **our** option exercise **our** right under the General Cancellation Condition of this policy.

Except where stated, all other policy and section terms and conditions will continue to apply.

This condition does not affect **our** right to void the policy if **we** discover information material to **our** acceptance of the risk.

Subrogation

We may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made or are likely to make under this policy.

Terms Not Relevant to a Loss

If payment of a claim is conditional upon compliance with any term of this policy **we** will not pay for any claim where the term has not been complied with except where the term concerned:

- is operative only in connection with particular premises or locations;
- is operative only at particular times; or
- is intended to reduce the risk of particular types of **damage, bodily injury** or liability and where **you** can prove that non-compliance with the term could not have increased the risk of the **damage, bodily injury** or liability which occurred.

Underinsurance

If at the time of any **damage**, the sum insured is less than the actual reinstatement cost of the **property insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **you** will be considered as being **your** own insurer for the difference and will bear a proportionate share of the loss

General Exclusions

What you are not covered for

1. Applicable to all Sections (Except for Legal Expenses)

We will not pay for **damage** to property, any cost, expense, legal liability or **bodily injury** directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Radioactive Contamination

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

War Risks

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

Sonic Bangs

Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds

Confiscation

Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to you or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction

However, subsequent **damage** which is otherwise covered by **your** policy is nevertheless insured.

2. Applicable to all Sections other than Liability & Legal Expenses

We will not pay for **damage** to the **property insured** resulting from or arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Act of Terrorism

An **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**.

If **we** allege that, by reason of this exclusion, any **damage**, cost or expense is not covered by this policy the burden of proving the contrary will be upon **you**.

Pollution or Contamination

- a) to property caused by **pollution or contamination** unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
- b) in addition, **we** will not pay for any loss under the Business Interruption Section of this policy resulting from **pollution or contamination** other than loss resulting from **damage** at the **premises** to property used by **you** for the purpose of the **business** caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Process of Heat

- i) Caused by Fire resulting from its undergoing any heating process or any process involving the application of heat.
- ii) Other than by Fire or Explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair

Theft by Principals

Caused by theft or attempted theft where **you** or any director, partner or **employee** of **yours** or any member of **your** family or household is concerned as principal or accessory.

Unoccupied Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware

- a) during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise b) whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

Caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause.

Northern Ireland

Any damage or expense happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of damage or any expense caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

3. Applicable to all Liability Sections other than Employers' Liability

We will not pay for legal liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

Pollution or Contamination

Any liability for

- a) **bodily injury** or financial loss of, **damage** to or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**
- b) the cost of removing, nullifying or cleaning up **pollutants** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during not more than one **period of insurance**

Asbestos

- a) any liability arising directly or indirectly out of exposure to, inhalation of, or fears of the consequences of exposure to or inhalation of asbestos, asbestos fibres or any derivatives of asbestos
- b) the cost of cleaning up, or removal of, or **damage** to property or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this policy)

Section 1

Property Damage

What you are covered for

- A. **Damage** occurring at or within 50 metres of the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.
- B. **Capital additions**
- Newly acquired and/or newly erected **buildings** and **trade contents** anywhere within the **territorial limits** in so far as such property is not otherwise insured
 - Alterations, additions and improvements to existing **buildings** and **trade contents** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**
- Provided that
- at any one location **our** liability will not exceed the amount shown in the **schedule**
 - you** notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
- Following such notification the provisions of this clause are fully reinstated.
- C. **Debris removal costs**
- The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in
 - removing debris
 - dismantling or demolishing
 - shoring up or propping
 of the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of any item insuring **stock** or **specified stock**
 - Where **stock** or **specified stock** is insured this section includes costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but **our** liability in respect of **damage** to **stock** or **specified stock** will not be increased above the respective sum insured by the operation of this extension
- Provided that **we** will not be liable for any such costs or expenses
- incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
 - arising from **pollution or contamination** of property not insured by this section.
- D. **Exhibitions**
- Damage** caused to **property insured**, excluding **buildings** and **tenants improvements**, whilst within the premises of any trade show or exhibition within **Europe** at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **property insured**, excluding **buildings** and **tenants improvements**, from any **unattended vehicle**. **Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- E. **Theft of fixed fabric of the building**
- Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured in the **schedule**. **Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- F. **Protection equipment expenses**
- The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **damage**. **Our** liability will not exceed the amount shown in the **schedule** in respect of the **property insured**
- G. **Landscaping costs**
- Costs and expenses incurred by **you**, with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**. **Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- H. **Loss of metered gas and water**
- The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**. **Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- I. **Additional statutory costs**
- Within the item sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **property insured** provided that **we** will not be liable under this cover for any such costs or expenses
- incurred following **damage** to **stock** or **specified stock**
 - in respect of **damage** occurring prior to the inception of this section
 - where notice to comply has been served upon **you** prior to the occurrence of **damage**
 - for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.
- Our** liability will not exceed the amount shown in the **schedule**.
- J. **Additional costs of construction – energy efficiency**
- Within the item sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of any European Union legislation (as enacted in applicable national law), Act of Parliament or Byelaws of any Public Authority provided that **we** will not be liable under this cover for any such costs or expenses
- in respect of **damage** occurring prior to the inception of this section
 - for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
 - in respect of property entirely undamaged.
- Our** liability will not exceed the amount shown in the **schedule**.
- K. **Temporary removal**
- Computer equipment** and **trade contents** are covered whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes and in transit thereto and therefrom anywhere within the **territorial limits** provided that this cover does not apply to property in so far as it is otherwise insured. **Our** liability will not exceed the amount shown in the **schedule**.

- L. **Temporary removal – documents and computer system records**
We will pay for **damage** to the following whilst temporarily removed to premises not in **your** occupation but whilst remaining within the territorial limits:
- deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records) up to the amount shown in the **schedule**
 - computer system records up to the amount shown in the **schedule**
- M. **Theft damage to the Buildings**
Damage to the **buildings** at the **premises** not owned by **you** or insured by this policy resulting from theft or any attempt thereat provided that **you** are legally responsible for the repair of such **damage**.
Our liability will not exceed the amount shown in the **schedule**.
- N. **Replacement Locks**
The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from loss of keys following their theft
- involving forcible or violent entry to the **premises** or the home of any authorised **employee**
 - involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**
- Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- O. **Tobacco and alcohol**
Damage to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes being **your** property or for which **you** are legally responsible.
Our liability will not exceed the amount shown in the **schedule**.
- P. **Trace and access**
In the event of **damage** at the **premises** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in
- locating the source of **damage** in order to effect repairs
 - making good
- Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- Q. **Glass**
Damage to fixed glass, lamps, signs and name plates at the **premises** not owned by **you** or insured by this policy including necessarily incurred additional costs involved in
- boarding up or temporary glazing pending replacement of broken glass
 - removing and refixing window fittings and other obstacles to replacement provided that **you** are legally responsible for the repair of such **damage**.
- Our** liability will not exceed the amount shown in the **schedule**.
- R. **Unauthorised use of electricity, gas and water**
The cost of loss of metered electricity, gas and water for which **you** are legally responsible arising from unauthorised use by persons taking possession of, keeping possession of or occupying the **premises** without **your** written consent provided that
- you** take all practicable steps to terminate such unauthorised use as soon as it is discovered
 - you** advise **us** of such unauthorised use immediately on becoming aware of it
 - you** have complied with General Condition Change in Risk,
- Our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- S. **Computer systems records**
Damage caused to computer system records by 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 **you** of the information contained therein.
Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
- T. **Drains, sewers and gutters**
The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **damage** to the **property insured** provided that **we** will not be liable for any such costs or expenses
- incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
 - arising from **pollution or contamination** or property not insured by this section.
- U. **Fire brigade charges**
We will pay **you** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.
- V. **Further investigation costs**
Where **you** have suffered **damage** to any **building** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to a portion of the same **building** which is not immediately apparent **we** will pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not such **damage** has occurred.
We will also pay the reasonable costs incurred by **you** with **our** prior consent in establishing whether or not **buildings** in the immediate vicinity have suffered **damage** in the same incident but only if such **buildings** are subsequently found to have suffered such **damage** for which **we** are liable under this section.
Our liability will not exceed the amount shown in the **schedule**.
- W. **Continuing interest and hire charges**
In the event of **damage** at the **premises** where **you** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **you** are responsible and which is not otherwise insured **we** will pay such charges actually and reasonably incurred.
Our liability will not exceed the amount shown in the **schedule**.

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in the **schedule**.

All limits under covers B – W are within and do not increase the Property Damage sum insured shown in the **schedule**.

Basis of claims settlement

In the event of **damage to property insured** by this section the basis upon which the amount payable will be calculated will be:

- a) **stock** and **specified stock** - the cost price of replacing the goods at the time of the **damage**
- b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) **personal effects** not otherwise insured - the cost of repair or replacement at the time of the **damage**, subject to the limit stated in the **schedule**
- f) rent - the loss of rent payable by or to **you** whilst necessary reinstatement or repairs are carried out following **damage** to the **buildings** which makes them uninhabitable, subject to a maximum term as stated in the **schedule**
- g) **buildings, computer equipment, tenants improvements, and trade contents** - subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **buildings, computer equipment, tenants improvements, or trade contents** is to be calculated will be the reinstatement of the property subject to **damage**. For this purpose 'reinstatement' means:
 - a) the rebuilding or replacement of property subject to **damage** which, provided that **our** liability is not increased, may be carried out:
 - i) in any manner suitable to **your** requirements
 - ii) upon another site
 - b) the repair or restoration of property subject to **damage** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new
- h) all other property - the cost of repairing or reinstating the property equal to its condition when new provided that
 - i) this is carried out without delay and in the most economical manner
 - ii) until reinstatement has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation

Special Condition

- i) At the start of each period of insurance you must notify us of the declared value of each item on buildings, computer equipment, tenants improvements and trade contents. The premium is based on declared value (shown in the schedule). If you fail to notify us of the declared value at the start of each period of insurance we will use the last declared value notified to us for the following period of insurance.
- ii) If at the time of damage the declared value of the buildings, computer equipment, tenants improvements or trade contents insured by such item is less than the cost of reinstatement then you will be considered as being your own insurer for the difference and will bear a proportionate share of the loss.
- iii) Our liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
- iv) No payment beyond the amount which would have been payable in the absence of this Basis of claims settlement will be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement has actually been incurred
 - c) if at the time of **damage** the **property insured** is insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement.
- v) All the terms and conditions of the policy shall apply
 - a) in respect of any claim payable under the provisions of this Additional clause except in so far as they are varied hereby
 - b) where claims are payable as if this Basis of claims settlement had not been incorporated except that the sum(s) insured shall be limited to 115% of the **declared value(s)**

Additional Clauses

1. **Architects' and Surveyors' Fees**
Within the overall limit of the sum insured on **property insured** (excluding **stock** and **specified stock**) **we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.
2. **Contract Price**
In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage** then **our** liability will be based on the contract price. For the purpose of the General Condition Underinsurance the sum insured will be calculated on the same basis.
3. **Contracting Purchaser**
If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.
4. **Designation**
For the purpose of determining where necessary the item against which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.
5. **Interested Parties**
Any act or omission by the leaseholder, lessee, mortgagor or **you** or by any tenant occupying or using the **buildings** which increases the possibility of **damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that
 - a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
 - b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they shall give immediate written notice to **us** and pay any additional premium required.
6. **Non-Invalidation**
The insurance by this section, other than in respect of **damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** will give immediate written notice to **us** and pay any additional premium required.

7. **Subrogation Waiver**
In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against
- a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **you** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**
 - b) any company which is a Subsidiary of a Parent Company of which **you** are a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**.
8. **Unoccupied Buildings**
Notice is to be given to **us** when any **buildings** or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such **buildings** or portions thereof are again used by any person authorised by **you** and **you** agree to pay any additional premium required.
9. **Workmen**
Workmen are allowed to work in or on the **buildings** for the purposes of effecting any repairs, additions, alterations or decorations without prejudice to this insurance.
10. **72 Hours Clause**
Damage occurring within 72 consecutive hours of and arising from storm or flood is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period will be deemed to have commenced within the terms of this section provided that such **damage** occurred prior to expiry of the **period of insurance**

What you are not covered for

1. water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. jewellery, precious stones, bullion, furs, fine art, curiosities, relics
4. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
5. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith
7. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
8. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
9. explosives and contraband
10. **property insured** at any **premises** that are **unoccupied** unless agreed by **us**
11. **damage** to property stored in any outbuilding or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. **damage** caused by theft or attempted theft occurring outside **business hours** to any till or cash register unless its drawer has been left in an open position
13. the relevant **excess** stated in the **schedule**
14. **damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
15. explosion
 - a) caused by or consisting of 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 **you** or under **your** control
 - b) in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus will be the subject of a policy or other contract providing the required inspection service
16. theft unless
 - a) involving forcible and violent entry to or exit from a **building** at the **premises**
 - b) involving assault or violence or threat thereof to **you** or any of **your employees**
 - c) as provided for under 'What you are covered for' 5. Theft of fixed fabric of the building
17. **damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
18. **damage** by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
19. **damage** caused by subsidence, ground heave or landslip
20. **damage** caused by or arising from or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) collapse or cracking of **buildings**
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - f) gradually operating causes including but not limited, to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - h) use of any article contrary to manufacturers' instructions
 - i) change in temperature, colour, flavour or finish
21. malicious damage caused by any tenant or lessee
22. losses not directly associated with the incident that caused **you** to claim.

Section 2

Business Interruption

What you are covered for

- A. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
- B. **Prevention of Access**
Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding **damage** to property of any public utility from which **you** obtain supplies or services.
Our liability will not exceed the amount shown in the schedule.
- C. **Public Utilities**
Interruption of or interference with the **business** in consequence of **damage** to property at any
a) generating station or sub-station of the public electricity supplier
b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
c) land based premises of the public telecommunications supplier or internet service provider
d) waterworks or pumping station of the public water supplier
within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.
Our liability will not exceed the amount shown in the schedule.
- D. **Deeds & Documents**
Interruption of or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **premises** to elsewhere within the **territorial limits**.
Our liability will not exceed the amount shown in the schedule.
- E. **Compulsory Closure**
Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
c) the occurrence at the **premises** of murder, manslaughter, suicide or rape
d) defective sanitation or the presence of vermin or pests
For the purpose of this cover the **maximum indemnity period** is restated as 3 months.
Our liability will not exceed the amount shown in the schedule.
- F. **Unspecified Suppliers**
Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **territorial limits**.
Our liability will not exceed the amount shown in the schedule.
- G. **Unspecified Customers**
Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct customers anywhere within the **territorial limits**.
Our liability will not exceed the amount shown in the schedule.
- H. **Unspecified Storage Sites**
Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **your** property is stored anywhere within the **territorial limits**.
Our liability will not exceed the amount shown in the schedule.
- I. **Property in Transit**
Interruption of or interference with the **business** in consequence of **damage** to **property insured**, excluding **buildings** and **tenants improvements**, whilst in transit by road, rail or inland waterway within the **territorial limits**.
Our liability will not exceed the amount shown in the schedule.
- J. **Contract Sites**
Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **you** are contracted to undertake work anywhere within the **territorial limits**.
Our liability will not exceed the amount shown in the schedule.
- K. **Exhibition Sites**
Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within **Europe**.
Our liability will not exceed the amount shown in the schedule.
- L. **Book Debts**
Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.
We will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**.
Our liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed the amount shown in the **schedule** in any one **period of insurance**.
Special Condition
At the end of each month **you** will record the total amount outstanding in customers' accounts and shall maintain a separate record, in addition to the books of account, in a place other than the **premises**.
- M. **Research and Development Costs**
Interruption of or interference with the **business** in consequence of **damage** to research and development records contained within the **premises**.
We will pay the reasonable and necessary costs incurred by **you** during the **indemnity period** solely to re-constitute records and re-work projects and to restore research and development projects to a state substantially similar to that which existed before the **damage** provided that
a) **we** will not be liable for more than one third of the limit shown in the **schedule** in respect of such costs arising in the first quarter of the **indemnity period** following the date of **damage** nor more than an equal proportion of the balance of the limit shown in the **schedule** per month in respect of the costs in the remainder of the **indemnity period**
b) the **maximum indemnity period** in respect of this cover will not exceed 12 months.
Our liability will not exceed the amount shown in the schedule

N. Patterns, Jigs etc

Patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, the property of **you** or held by **you** in trust for which **you** are responsible, whilst at the premises of any machinery makers, engineers, founders or other metal workers (excluding any premises wholly or partly occupied by **you**) or whilst in transit, all in Great Britain or Northern Ireland. The total liability under this extension in respect of any one occurrence shall not exceed the sum insured stated in the **schedule**

Maximum amount payable

The most **we** will pay in respect of any one occurrence will not exceed

1. 133.3% of the sum insured for each item in respect of **estimated gross profit** or **estimated gross revenue** or **estimated gross rent receivable**
2. 100% of each other item as shown in the **schedule**.

All limits under covers B – M are within and do not increase the Business Interruption sum insured shown in the **schedule**.

Basis of claims settlement

Following **damage** insured by this section **we** will pay for the following in respect of any of the undermentioned items if insured by this section.

Gross profit - loss thereof due to

- a) reduction in **turnover** being the amount produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** will fall short of the **standard turnover** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the 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**.

Gross revenue - loss thereof due to

- a) loss of **gross revenue** being the amount by which the **gross revenue** during the **indemnity period** will fall short of the **standard gross revenue** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **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 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**.

Gross rent receivable - loss thereof due to

- a) loss of **gross rent receivable** being the amount by which the **gross rent receivable** during the **indemnity period** will fall short of the **standard gross rent receivable** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross rent receivable** 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 rent receivable** as may cease or be reduced in consequence of the **damage**

Additional Increase in Cost of Working

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** in excess of the amount payable under the **Gross Profit, Gross Revenue or Gross Rent Receivable** basis (as applicable) for the sole purpose of

- a) avoiding or diminishing the reduction in **turnover** if the Basis of claims settlement is **gross profit**
- b) avoiding or diminishing the reduction in **gross revenue**
- c) avoiding or diminishing the reduction in **gross rent receivable**

in order to resume or maintain normal **business** operations.

Increased Cost of Working only

Additional expenditure necessarily and reasonably incurred by **you** during the **indemnity period** within which increases in the cost of working that is incurred in consequence of the **damage** for the purpose of avoiding or diminishing a reduction in **turnover** or in **gross revenue** earned as applicable at the **premises** or for the purpose of resuming or maintaining the **business** less any savings in charges or expenses that may be made in consequence of the **damage**.

Additional clauses

1. Alternative trading

If during the **indemnity period** goods are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the **turnover** or **gross revenue** or **gross rent receivable** as applicable during the **indemnity period**.

2. Professional accountants

We will pay the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** 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 the section shall in no case exceed the maximum amount payable stated in the **schedule**.

3. Separate departments

If the **business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of claims settlement sub-paragraphs a) and b) of any item on **gross profit** or **gross revenue** or **gross rent receivable** as appropriate will apply separately to each department affected by the **damage**.

4. Trends and Variations

Adjustments will be made to the figures representing the **rate of gross profit** and the **standard turnover** that 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** and which would have affected the **business** had the **damage** not occurred so that the adjusted figures represent as near as reasonably practicable results which but for the **damage** would have been obtained during the relative period after the **damage**.

What you are not covered for

Any interruption of or interference with the **business** not caused by **damage** other than as described in 'What you are covered for' 5 Compulsory Closure.

Section 3

Specified All Risks

What you are covered for

We will pay for **damage** to the property specified in the **schedule** under this section occurring at the **premises** or elsewhere as specified in the **schedule**.

Maximum Amount Payable

The most we will pay in respect of any one occurrence will not exceed the sum insured against each item in the **schedule**.

Basis of claims settlement

In the event of **damage** to property insured by this section and subject to the adequacy of the sums insured and to the Maximum Amount Payable, we will pay the cost of repairing or replacing the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner
- b) when property is subject to partial **damage our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.

What you are not covered for

1. **damage** caused by or consisting of
 - a) wear, tear, depreciation or diminution in value
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship, operational error or omission on the part of **you** or any of **your employees**
 - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - i) change in temperature, colour, flavour, texture or finish
2. **damage** by theft or attempted theft from
 - a) any **unattended vehicle** unless
 - i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
 - ii) any property insured by this section is secured in the locked boot or closed glove compartment (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
 - b) any **unattended vehicle** owned or operated by **you overnight** or after the completion of any **working day of the driver** unless all windows and other openings have been closed and the **vehicle** is locked and garaged in a secure building
 - c) any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
3. breakage of brittle articles unless forming part of photographic equipment
4. losses not directly associated with the incident that caused **you** to claim
5. the relevant **excess** stated in the **schedule**

Section 4

What you are covered for

We will pay you for direct loss of **money** or **property insured** belonging to you or for which you are legally responsible caused by any act of **theft** committed during the **period of insurance** by any **employee** under this extension and discovered no later than 12 months after

1. the termination of this policy
2. the cessation for any reason of the employment with you of such **employee** whichever occurs first.

Our liability in respect of **any one claim** caused by one **employee** or two or more **employees acting in collusion** shall not exceed the amount shown in the **schedule**.

Provided that we will not be liable for:

- a) any unexplained shortages
- b) loss of interest or consequential loss of any kind
- c) loss where you continue to entrust the defaulting **employee** with **money** or **property insured** after becoming aware of any material fact in relation to the honesty of the said **employee**
- d) if there is any change in the nature of the **business** unless such change is agreed by us in writing
- e) any amount for which an indemnity is granted by the Money section of this policy
- f) the **excess**

Additional Cover

Auditors Fees and Rewriting of System Records

Under this extension we will also pay for auditors fees incurred with our written consent solely to substantiate the amount of a valid claim as a direct result of loss of **money** or **property insured**.

Special Conditions

- a) General Exclusion Theft by Principals does not apply to this section
- b) Immediately following the discovery by you of any act of **theft** by an **employee** all liability for further acts of **theft** by that **employee** shall cease
- c) any money of the **employee** in your hands upon discovering of any loss and any money which but for the **employee's theft** would have been due to the employee by you shall be deducted from the amount of the loss before a claim is made under this extension
- d) you shall give all such information and assistance as we may require to enable us to seek recovery from any **employee** whose act of fraud or dishonesty has given rise to a claim under this extension. Any such recovery shall be shared by us and you in such proportion as the amount paid by us the amount of the loss borne by you shall bear to the total amount of the loss caused by the act of that **employee**.

Minimum Standards of Control

You must comply with the Minimum Standards of control below:

- a) all **employees** must be instructed as to their duties and responsibilities in respect of the Minimum Standards of Control and compliance enforced
- b) Money
 - i. Cash Receipts - **employees** are required to pay in daily all cash and cheques received in the course of the **business, money** received must be paid over to you or banked
 - ii. Cash and Petty Cash - cash in hand and petty cash must be checked independently of **employees** responsible at least monthly and additionally without warning every six months
 - iii. Reconciliation - bank statements stamped bank paying slips receipts counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques
This must be done independently of the **employee**
 - a) making the cash book entries
 - b) signing cheques
 - c) paying into the bank
 - iv. "Cheques" signing - all cheques or other bank instruments drawn for more than £10,000 must be manually signed by two authorised persons after the amount has been inserted and you must have advised your bankers accordingly
 - v. No cheque or instrument must be signed until one signatory has validated the requisition examined the supporting documentation and ensured the payee is a genuine client or creditor
 - vi. Wages - wages and salary sheets must be checked independently of the **employees** responsible for their preparation to ensure that the amounts are correct and that no fictitious names have been included
- c) Stock – there must be a physical check on all **stock** held against verified stock records independently of **employees** responsible at intervals of not more than twelve months
- d) Computer Security
 - i. all computer operations and security precautions must have been vetted by professional auditors and any recommendations made fully complied with
 - ii. all **employees** with access to wage accounts or stock control functions must have a secure individual password to access the system which must be changed at least every six months
 - iii. all computer media (disc tapes etc) in respect of wages accounts or **stock** control must be securely stored in locked cabinets when not in use by authorised **employees**
- e) Auditors
Your accounts, including all subsidiary companies, must be examined by external auditors every twelve months. All recommendations or alternative proposals acceptable to the auditors must be implemented without delay
- f) References
You must obtain satisfactory references to confirm the honesty of each **employee** who will be responsible for **money, property insured**, accounts, computer operations or computer programming.
Such references must be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** is entrusted without supervision. Any gaps in service must be accounted for.
References need not be obtained in respect of **employees** who have satisfactorily and continuously served you for at least three years in another capacity before being entrusted with the duties referred to above.
In respect of **employees** joining directly from School or Government sponsored youth training schemes one character reference shall be obtained.
A written report of any verbal reference shall be made at the time it is obtained. The original copy of each written reference and the record of any verbal reference shall be retained by you and shall be made available for inspection by us upon request
- g) Termination of Service
Upon the termination of service of any **employee you** shall take all reasonable precautions to prevent a loss as insured by this extension, including but not limited to:
 - i. the changing of all alarm and other security codes or passwords the **employee** had or may have had knowledge of
 - ii. the deletion or invalidation of any access codes or passwords the **employee** has to access computer or other systems.

Section 5

Goods in Transit

What you are covered for

1. **We** will pay for **damage** to **stock** and **trade contents** whilst in the course of transit
 - a) in or on any **vehicle** owned or operated by **you** or by an independent road haulier
 - b) by rail
 - c) by post
 within the **territorial limits** including whilst loading and unloading.
2. **Expenses**
We will pay the costs and expenses necessarily and reasonably incurred in
 - a) the removal of debris following **damage** to the property insured by this section
 - b) the transfer of the property insured to another **vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **vehicle**
 whilst the property insured is being carried in or on any **vehicle** owned or operated by **you**.
Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.
3. **Ropes and sheets**
We will pay for **damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **you** or for which **you** are legally responsible, whilst being carried in or on any **vehicle** owned or operated by **you**.
Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

Maximum amounts payable

Our liability will not exceed in respect of any one occurrence the respective sums insured stated in the **schedule** for

1. all property contained in or on any one **vehicle** owned or operated by
 - a) **you**
 - b) an independent road haulier
2. any one consignment of property in transit by
 - a) rail
 - b) post.

Basis of claims settlement

Following **damage** and subject to the adequacy of the sums insured and to the Maximum amounts payable **we** will pay the cost price of replacing the property insured at the time of the **damage**.

Contract Price

In respect of property insured by this section that has been sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage**, then **our** liability will be based on the contract price. For the purpose of the General Condition Underinsurance, the value of all property insured to which this clause would, in the event of **damage**, be applicable will be ascertained on the same basis

What you are not covered for

1. delay, loss of market or loss of profit
2. breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **vehicle**
3. **damage** to
 - a) livestock or other living creatures or organisms or cultures
 - b) bullion, furs, works of art, **money**
 - c) explosives or other dangerous goods
 - d) **specified stock**
 unless specified under the Goods in Transit section in the **schedule**
4. **damage** caused by
 - a) marring, scratching or denting, mechanical or electrical defect, failure, breakdown or derangement
 - b) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
5. **damage** due to leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the **Vehicle**
6. **damage** resulting from faulty packing or labelling
7. **damage** to property conveyed in any soft or open topped or soft or open sided **vehicle** caused by
 - a) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **vehicle**
 - b) storm or malicious damage
8. **damage** by theft or attempted theft from any
 - a) **unattended vehicle** unless all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
 - b) **unattended vehicle overnight** or after the completion of any **working day of the driver** unless all windows and other openings have been closed and the **vehicle** is locked and garaged in a secure building or is locked and parked in a locked and completely enclosed yard
9. losses not directly associated with the incident that caused **you** to claim
10. the relevant **excess** stated in the **schedule**.

Special Condition

It is a condition precedent to **our** liability that

- a) **you** take all reasonable measures to ensure that any **vehicles** owned or operated by **you** are roadworthy and loaded in a safe and appropriate manner and that all locking and other protective devices are maintained in good working order.
- b) all keys to any **unattended vehicle** owned or operated by **you** are removed from such **vehicle** to a place of safety whenever the **vehicle** is left loaded.

Section 6

Money

What you are covered for:

1. **We** will pay for physical loss of **money** as described below occurring within the **territorial limits** and subject to the limits stated in the **schedule**
 - a) loss of **non-negotiable money**
 - b) loss of **money** other than **non-negotiable money**:
 - i) in transit in **your** personal custody or in the custody of any authorised **employee** or in bank night safe
 - ii) on the **premises** during **business hours**
 - iii) on the **premises** out of **business hours** contained in locked safe(s)
 - iv) on the **premises** out of **business hours** not contained in locked safe(s)
 - v) in **your** home or in the home of any authorised **employee**.
2. **Safes**
We will pay for the cost of repair or replacement, following theft or attempted theft occurring within the **territorial limits**, of any
 - a) Safe
 - b) postal franking machine
 - c) security case, bag or waistcoat used to carry **money****Our** liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.
3. **Credit Cards**
We will pay for any amount for which **you** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **business** following fraudulent use by any unauthorised person within the **territorial limits** provided that **you** report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.
Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

Maximum amount payable

The most **we** will pay for physical loss of **money** will not exceed the limits stated in the **schedule** in respect of any one occurrence.

What you are not covered for

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **employee** unless the loss is discovered within seven working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit **money**
4. loss from any **unattended vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **schedule**
6. **damage** caused by theft or attempted theft occurring outside **business hours** to any till or cash register unless its drawer has been left in an open position
7. losses not directly associated with the incident that caused **you** to claim. the relevant **excess** stated in the **schedule**

Special Condition

It is a condition precedent to **our** liability that

1. a true and complete account shall be kept of all **money** in transit and on the **premises** and such record shall be deposited in a secure place other than in any safe containing the **money**
2. during **business hours** any safe shall be kept locked other than when **money** or other property is being placed in or removed from the safe and the keys kept in the **your** personal custody or in the personal custody of any authorised **employee**
3. outside **business hours** any safe shall be kept locked and its keys removed from the **premises**
4. whenever **money** in transit exceeds £2,500 at any one time
 - a. it will be accompanied by not less than two responsible adult **employees**
 - b. not more than £2,500 will be carried by any one **employee**.

Special extension - Personal Assault

What you are covered for

1. **We** will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if in the course of the **business** an **employee** aged between 16 and 65 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.
2. **Personal effects**
We will pay for **damage** to personal effects of an **employee** aged between 16 and 65 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding the limit stated in the **schedule** in respect of any one **employee**.

What you are not covered for

death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by an **employee** being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction

Special Conditions

1. Compensation will not be payable for more than one of the following: death, **loss of limb**, **loss of sight**, **permanent total disablement**, in respect of any one **employee**.
2. Compensation will not be payable for **temporary total disablement**
 - a) until the end of the period of disablement but **we** will on request make interim payments at intervals of not less than four weeks
 - b) for more than 104 weeks from the date of sustaining injury in respect of any one **bodily injury**.
3. The total amount payable as compensation for **temporary total disablement** shall be deducted from any subsequent compensation payment for death, **loss of limb**, **loss of sight**, **permanent total disablement** that follows from the same cause.
4. An **employee** will, as often as required, submit to a medical examination on **our** behalf at **our** expense and in the case of death **we** will be entitled to have a post mortem examination at **our** expense

Section 7

Employers' Liability

What you are covered for

1. **We** will pay all amounts which **you** will become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such **bodily injury** arises out of and in the course of his employment by **you** in the **business** and caused
 - a) during the **period of insurance**
 - b) within the **territorial limits**
 - c) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**
2. **Compensation for court attendance**
We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement.
Our liability will not exceed the amount stated in the **schedule**.
3. **Corporate Manslaughter**
We will pay **you** in respect of
 - a) legal costs and expenses incurred with **our** prior written consent and
 - b) prosecution costs awarded against **you**
 in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section provided that
 - i) **our** liability will not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
 - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
 - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

 - a) any fines or penalties or the cost of implementing any remedial order or publicity order
 - b) an appeal against any fines penalties remedial order or publicity order
 - c) any costs incurred which result from the failure to comply with any remedial order or publicity order
 - d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
 - e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**
 - f) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
 - g) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.
4. **Cross liabilities**
 Where there is more than one person named as the Insured in the **schedule** this section will apply separately to each named person as if each is insured by a separate policy, provided that **our** maximum liability in the aggregate for damages to all parties insured will not exceed the maximum amount payable as shown in the **schedule**.
5. **Health and Safety at Work etc. Act 1974**
We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

 - a) any fines or penalties or the cost of implementing any remedial order or publicity order
 - b) an appeal against any fines, penalties, remedial order or publicity order
 - c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
 - d) proceedings arising out of any deliberate act or omission by **you**
6. **Indemnity to other persons**
We will pay at **your** request
 - a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - e) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - f) any legal representative of any of the above in the event of their death for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you** provided that
 - i) any person is not entitled to be paid under any other insurance
 - ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
 - iii) **we** will retain the sole conduct and control of any claim
 - iv) the total amount **we** will pay for damages to **you** and any such persons will not exceed the maximum amount payable shown in the **schedule**

7. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** during the **period of insurance** and happening in connection with the **business** against any person or company operating from a premises within the **territorial limits** in any court within the **territorial limits** and remaining unsatisfied in whole or in part six months after the judgement **we** will at **your** request pay to the **employee** or the personal representatives of the **employee** the amount of damages and any awarded costs that remain unsatisfied provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **employee** or the personal representatives of the **employee** will assign the judgement to **us**

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury** to **employees**
- b) all legal costs recoverable from **you** by any claimant
- c) any other costs and expenses of litigation incurred with **our** written consent
- d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy

arising out of and in the course of employment in the **business** will not exceed

- i) the maximum amount payable shown in the **schedule** for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
- ii) the amount stated in the **schedule** as regards any other **bodily injury**

in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for

1. liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. liability arising from **bodily injury** or any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel.

Special Conditions

1. The insurance provided by this section is deemed to be in accordance with any law relating to compulsory insurance or liability to **employees** whilst employed in the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.
2. **We** may at any time pay to **you** the amount of the maximum amount payable shown in the **schedule** less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
3. If this policy or this section is cancelled then any Certificate of Employers' Liability insurance issued by **us** is deemed to be cancelled at the same time

Section 8

Public Liability

What you are covered for

1. **We will pay you** for all amounts which **you** will become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental **damage** to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property
 - d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - i) during the **period of insurance**
 - ii) within the **territorial limits**
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
2. **Compensation for court attendance**
We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section
Our liability will not exceed the amount stated in the schedule.
3. **Contingent motor liability (non-owned vehicles)**
We will pay you for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**.
We will not be liable for
 - a) for **damage** to such vehicle or to goods being carried
 - b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a license to drive such vehicle
 - c) in respect of liability more specifically insured under any other insurance
 - d) in respect of liability arising outside the **territorial limits**
4. **Corporate Manslaughter**
We will pay you in respect of
 - a) legal costs and expenses incurred with **our** prior written consent
 - b) prosecution costs awarded against **you**
 in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section provided that
 - i) **our** liability will not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
 - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
 - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.**We will not be liable for**
 - a) any fines or penalties or the cost of implementing any remedial order or publicity order
 - b) an appeal against any fines penalties remedial order or publicity order
 - c) any costs incurred which result from the failure to comply with any remedial order or publicity order
 - d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
 - e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
 - f) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
 - g) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.
5. **Cross liabilities**
 Where there is more than one person named as the Insured in the **schedule** this section will apply separately to each named person as if each is insured by a separate policy, provided that **our** maximum liability during any one **period of insurance** for damages to all parties insured will not exceed the maximum amount payable shown in the **schedule**.
6. **Data Protection Act 1998**
We will pay you any amount which **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the act) held by **you**.
We will not be liable for
 - a) the payment of fines and penalties
 - b) the cost of replacing reinstating rectifying or erasing any personal data.
7. **Defective Premises Act 1972**
We will pay you any amount for which **you** become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.
We will not be liable
 - a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
 - b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
 - c) if **you** are entitled to payment under any other policy.

8. **Health and Safety at Work etc. Act 1974**
We will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.
We will not be liable for
- any fines or penalties or the cost of implementing any remedial order or publicity order
 - an appeal against any fines, penalties, remedial order or publicity order
 - costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
 - proceedings arising out of any deliberate act or omission by **you**
9. **Indemnity to other persons**
We will pay at **your** request
- any of **your** directors, partners or **employees**
 - any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - any bona fide member of **your** organisation
 - any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - the owner of plant hired by **you** but only to the extent of the conditions of hire
 - any legal representative of any of the above in the event of their death
- for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you** provided that
- any person is not entitled to be paid under any other insurance
 - any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
 - we** shall retain the sole conduct and control of any claim
 - the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons will not exceed the maximum amount payable shown in the **schedule**
10. **Libel and Slander**
We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business** provided that
- our** liability will apply solely to **your** in house publications including websites and trade publications
 - our** liability will not exceed the amount shown in the **schedule** in any one **period of insurance**
11. **Overseas Personal Liability**
We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they are legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.
This will not apply in respect of
- ownership or occupation of land and buildings
 - any person referred to above who is entitled to payment under any other policy.
12. **Premises leased, hired, rented or in custody or control**
We will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.
We will not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract.

Basis of claims settlement

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule**.

We will also pay

- all legal costs recoverable from **you** by the claimant.
- any other costs and expenses of litigation incurred with **our** written consent
- solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

What you are not covered for

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2.
 - a) **damage** to property
 - b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under 'What you are covered for' 3 - Contingent motor liability of this section
3. **damage** to
 - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premises**
 - iii) as insured under 'What you are covered for' 12 - Premises leased, hired, rented or in custody or control, of this section
4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) **damage** to property, buildings or land caused by vibration or by the removal or weakening of support
6. **products** other than food or drink sold or supplied for consumption by **your** directors, partners, **employees** or visitors
7. **damage** to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
8. **damage** to property which **you** or any of **your employees** are or have been working on
9. fines, penalties or liquidated, punitive or exemplary damages
10. the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property only.

Special Condition

We may at any time pay to **you** in connection with any claim or series of claims

- a) the maximum amount payable shown in the **schedule** less any amount already paid
- b) any lesser amount for which such claim or claims can be settled

we will then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment

Section 9

Products Liability

What you are covered for

1. **We** will pay **you** for all amounts which **you** shall become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental **damage** to material property
 occurring during the **period of insurance** and caused by **products** anywhere in the world.
2. **Compensation for court attendance**
We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section.
Our liability will not exceed the amount stated in the **schedule**.
3. **Consumer Protection and Food Safety Acts – Legal Defence Costs**
We will pay **you** and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**
We will not be liable for:
 - a) the payment of fines or penalties
 - b) proceedings or appeals in respect of deliberate acts or omissions
 - c) costs and expenses insured by any other policy.
4. **Corporate Manslaughter**
We will pay **you** in respect of
 - a) legal costs and expenses incurred with **our** prior written consent and
 - b) prosecution costs awarded against **you**
 in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section provided that
 - i) **our** liability will not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
 - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
 - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.**We** will not be liable for
 - a) any fines or penalties or the cost of implementing any remedial order or publicity order
 - b) an appeal against any fines penalties remedial order or publicity order
 - c) any costs incurred which result from the failure to comply with any remedial order or publicity order
 - d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
 - e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee** of **yours**
 - f) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
 - g) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands
5. **Cross liabilities**
 Where there is more than one person named as the Insured in the **schedule** this section will apply separately to each named person as if each is insured by a separate policy, provided that **our** maximum liability during any one **period of insurance** for damages to all parties insured will not exceed the maximum amount payable shown in the **schedule**.
6. **Indemnity to other persons**
We will pay at **your** request
 - a) any of **your** directors, partners or **employees**
 - b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
 - c) any bona fide member of **your** organisation
 - d) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
 - e) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
 - f) the owner of plant hired by **you** but only to the extent of the conditions of hire
 - g) any legal representative of any of the above in the event of their death
 for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you** provided that
 - i) any person is not entitled to be paid under any other insurance
 - ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
 - iii) **we** shall retain the sole conduct and control of any claim
 - iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons will not exceed the maximum amount payable shown in the **schedule**

Basis of claims settlement

The maximum amount payable under this section for all damages payable as a result of all occurrences during any one **period of insurance** will not exceed the amount shown in the **schedule**.

We will also pay

- a) all legal costs recoverable from **you** by the claimant
- b) any other costs and expenses of litigation incurred with **our** written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

What you are not covered for

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
legal liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
3. **damage** to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
4. **products** which with **your** knowledge are exported directly or indirectly to the United States of America or Canada and/or their dependencies or trust territories unless otherwise agreed by **us**
5. **Products** supplied which to the knowledge of **you** are to be used as a critical part in connection with the flying or navigation of any aircraft marinecraft spacecraft rocket missile or satellite of any kind
6. fines, penalties or liquidated, punitive or exemplary damages
7. the **excess** shown in the **schedule** for accidental **damage** to material property
8. legal liability caused by or arising from any action brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding **your** Power of Attorney

Special Condition

We may at any time pay to **you** in connection with any claim or series of claims

- a) the maximum amount payable shown in the **schedule** less any amount already paid
- b) any lesser amount for which such claim or claims can be settled

we will then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.



Commercial Legal Expenses Premier Insurance Policy

Arranged by:
Qdos Broker & Underwriting Services Limited

Underwritten by:
UK General Insurance Limited on behalf of:
Great Lakes Reinsurance (UK) SE.

SECTION A

Commercial Legal Expenses

About this policy

This Policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of: Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768. This is a "claims made" insurance Policy. This insurance only covers *Claims* notified to the *Coverholder* within the *Period of Insurance*.

The *Insured* has submitted a written proposal, declaration or renewal declaration to the *Insurer* it is agreed this shall form the basis for the issue of this Policy. The *Insurer* agrees in consideration of the premium to indemnify the *Insured* to the extent and in the manner provided within this Policy in connection with the business activities of the *Insured*.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Legal advice

General legal advice

You can obtain telephone legal advice on UK Law by telephoning the Qdos Legal Advice Line. The telephone number can be found on your Policy Schedule, you will need to quote '**Insureit UK**' followed by the Broker who organized this policy for you along with the policy number.

The advice provided under these services is confidential and impartial. Please note that conversations may be recorded in the interests of quality of advice and training.

The advice lines are not empowered to give advice on the admissibility of any claim under this Policy. If You wish to make a claim or have a query about the policy cover You must contact the *Coverholder's* Claims Department.

Information Technology advice

Advice and guidance in respect of Information Technology matters may be available from Berea Associates Limited. For further information please visit Berea's website at www.berea.eu. Please note that charges may apply for the services provided by Berea.

Special Conditions: Employment disputes

We will only agree to cover your *Claim* if you have sought and followed advice from the Qdos Legal Advice Line and obtained their authorisation:

- 1) Prior to carrying out any disciplinary procedure or action or suspension of an *Employee*;
- 2) Prior to dismissal of an *Employee*;
- 3) Prior to instituting a redundancy programme and prior to making an *Employee* redundant;
- 4) Immediately an *Employee* walks out with or without written notice;
- 5) Upon notification formally or informally of a grievance from an *Employee* or *Ex-employee*;
- 6) Upon receipt of an appeal from an *Employee* or *Ex-employee* against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.
- 7) Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an *Employee's* remuneration);
- 8) Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

The Qdos Legal Advice Line is a telephone advisory service.

Making a claim

If you need to notify a potential *Claim*, please call **01455 852100** or write to:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA
Email: claims@qdosunderwriting.com

You will need to quote '**Insureit UK**' followed by the Broker who organized this policy for you along with the policy number and a description of the circumstances of the *Claim*. A claim form will then be provided and you should complete this and return it without delay. Please note that in certain circumstances Qdos Broker & Underwriting Services Limited will choose suitable legal representation to act upon your behalf.

For further information regarding claims please refer to the section titled 'Claims conditions' on page 43 of this policy wording.

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Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in italics throughout this Policy.

Acts of Parliament

All *Acts of Parliament* referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the *Territorial Limits*.

Any One Claim

All *Claims* consequent upon the same original cause, event or circumstance.

Appointed Representatives

A solicitor, accountant or other appropriately qualified person or firm as nominated on the Policy Schedule or as approved by the *Insurer* who is appointed to represent the *Insured* in accordance with the terms of this Policy.

Awards of Compensation

Basic and Compensatory Awards and compensation for unlawful discrimination made against the *Insured* by an Employment Tribunal or settlement thereof subject to the consent of the *Coverholder* but not including Additional Awards, Protective Awards, Interim Relief, Arrears of Pay, or Awards of Damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The *Insurer* will not pay any fine, awards or damages incurred by deliberately avoiding a payment or liability under statutory requirements. The *Insurer* will not pay any redundancy payment or monies due or properly payable arising under or from a contract of employment, service agreement or related document or from any related implied or incorporated terms of contract service.

Claim

A *Claim* under the Policy for *Legal Expenses*, *Professional Expenses*, *Awards of Compensation*, *Jury Service Allowance* or *Witness Attendance Allowance*.

Cloud Service Provider

A person, firm or company domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship for the procurement of outsourced distributed computing functionality.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Contracting Party

A person, firm or company domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship.

Coverholder

Qdos Broker & Underwriting Services Limited, who administers and manages this insurance on behalf of the *Insurer*.

Debt Collection Service

The *Debt Collection Service* nominated by the *Coverholder*.

Digital Marketing Agency

A person, firm or company domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship for the procurement of services including but not limited to:

- a. Websites
- b. Social media
- c. Search engine optimisation
- d. Smartphone or tablet applications

Due Date

The date monies owed to the *Insured* first become due for payment.

Electronic Data

Facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee, Ex-employee

Any person under a contract of service, or who was previously under a contract of service, with the *Insured*.

Excess

The amount specified in the Schedule the *Insured* must pay in respect of *Legal Expenses* and/or *Professional Expenses* and/or *Awards of Compensation* in respect of *Any One Claim* before the *Insurer* shall be liable to make any payment.

Form ET1

The official claim form that is completed and submitted by an individual who wishes to bring an employment tribunal claim against an employer.

Form ET3

The official form that is completed and submitted to an employment tribunal by an employer in response to a *Form ET1*.

HMRC Investigation

- a. **Business Self Assessment Full Enquiry**
The investigation which takes place when an officer of HM Revenue and Customs ("HMRC") makes a request to examine all of the *Insured's* business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under Paragraph 24(1) Schedule 18 Finance Act 1998.
- b. **Employer Compliance Disputes**
The enquiries which take place following an expression of dissatisfaction with the *Insured's* PAYE and/or NIC affairs following an employer compliance visit by HMRC or following an expression of dissatisfaction with the *Insured's* P11Ds or P9Ds.
- c. **Business Self Assessment Aspect Enquiry**
The enquiry which takes place when an officer of HMRC issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make Aspect Enquiry into only certain boxes on the *Insured's* Self Assessment Return.
- d. **VAT Disputes**
The enquiries which take place following a written decision assessment or statement of alleged arrears made by HMRC into the *Insured's* Value Added Tax Return and/or any related Value Added Tax default surcharges and misdeclaration penalties.

Injury

Identifiable physical damage to the *Insured's* body or body part, which occurs during the *Period of Insurance*.

Insured

The Company, firm, partnership, or trading individual specified in the Schedule and, at the *Insured's* request, any *Employee* including a director or partner of the *Insured*.

Insured Event

An event, act or omission giving rise to a *Claim* against the Policy.

Insurer

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. UK General Insurance Limited is an agent of Great Lakes Reinsurance (UK) SE and in the matters of a *Claim* act on their behalf.

IT Provider

A person, firm or company domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship for the procurement of physical computer devices (desktops, laptops, smartphones, tablets, servers, networking equipment) and the software that runs on them.

Jury Service Allowance

The amount of money per day the *Insured* is liable to pay the *Employee* each day they attend on jury service less any recovery from the Court.

Legal Expenses

- a. **Fees**
Any professional fees, expenses and other disbursements reasonably incurred by the *Appointed Representative* with the consent of the *Coverholder*, and
Any costs incurred by other parties insofar as the *Insured* is held liable to pay such costs under a settlement made with another party with the consent of the *Coverholder* but excluding any costs which the *Insured* may be ordered to pay by a court of criminal jurisdiction.
- b. **Witness Attendance Allowance**
The amount of money per day the *Insured* is liable to pay the *Employee* each day they are required by the *Appointed Representative* to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in *Any One Claim*.

Legal Proceedings

The pursuit or defence of *Legal Proceedings* in a court of suitable jurisdiction made by or brought against the *Insured*, including appealing or defending an appeal against a judgment made in proceedings funded by this insurance, within the jurisdiction of a court or other body within the *Territorial Limits*.

Limit of Indemnity

The maximum amount payable by the *Insurer* in respect of *Any One Claim* and in aggregate for all *Claims* made during any *Period of Insurance*.

Period of Insurance

As specified in the Schedule.

Professional Expenses

Any fees, expenses and other disbursements reasonably incurred by the *Appointed Representative* with the consent of the *Coverholder* but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and/or buildings owned or occupied by the *Insured* or otherwise for which the *Insured* is legally responsible.

Statutory Licence

A licence or certificate of registration issued under statute, statutory instrument or Government or local authority to the *Insured* provided that such licence or certificate is necessary to engage in the business activities of the *Insured*.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

Terrorism

Any act including but not limited to the use, or threat, of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

This policy will cover

The sections of cover applicable are specified in the Policy Schedule.

The *Insurer* will indemnify the *Insured* against *Legal Expenses* incurred by the *Appointed Representative* when undertaking work on the *Insured's* behalf in respect of an *Insured Event* covered by this Policy. Provided that the time of occurrence is within the *Period of Insurance* and provided that the *Claim* is notified to the *Insurer* during the *Period of Insurance* and the *Claim* falls within the *Territorial Limits*.

Section A: Employment Disputes

It is a condition precedent to the *Insurer's* liability that the *Insured* has sought and followed all the advice from the Qdos Legal Advice Line as to the process and procedure to be adopted and has received specific authorisation from the Qdos Legal Advice Line:

- Prior to carrying out any disciplinary procedure or action or suspension of an *Employee*;
- Prior to dismissal of an *Employee*;
- Prior to instituting a redundancy programme and prior to making an *Employee* redundant;
- Immediately an *Employee* walks out with or without written notice;
- Upon notification formally or informally of a grievance from an *Employee* or *Ex-employee*;
- Upon receipt of an appeal from an *Employee* or *Ex-employee* against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.
- Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an *Employee's* remuneration);
- Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

Section Aa: ET3

In the event that the *Insured* receives a *Form ET1* from any past, present or prospective *Employee* the *Insurer* will provide an indemnity for *Legal Expenses* incurred by the *Appointed Representative* in the preparation and submission of a *Form ET3* to an employment tribunal.

Exclusions to Section Aa

The *Insurer* will not be liable to indemnify the *Insured* for:

1. *Claims* notified to the *Coverholder* less than 10 working days before the deadline date set by the employment tribunal for ET3 submission;
2. *Claims* notified to the *Coverholder* at any time after the deadline date set by the employment tribunal for ET3 submission;
3. Any *Legal Expenses* or costs other than those incurred in connection with the preparation and submission of a *Form ET3* to an employment tribunal.

Section 1B: Employment tribunal disputes

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* and *Awards of Compensation* incurred by the *Insured* in defending *Legal Proceedings* brought against the *Insured* by an *Employee*, *Ex-employee* or prospective *Employee* in respect of their contract of employment with the *Insured* or a breach of employment related legislation.

Exclusions to Section Ab

The *Insurer* will not pay:

1. Any benefit due under a Contract of Employment.
2. Any payment due in respect of redundancy.
3. Any compensatory award made against the *Insured* relating to or arising from Trade Union activities including membership or non membership.
4. Any award made because of the *Insured's* failure to provide written reason for dismissal.
5. Any compensatory award specified in a re-instatement or re-engagement order.
6. Any awards to the extent that they relate to contractual rights accruing to the *Employee*, *Ex-employee* or prospective *Employee* prior to the actual or alleged breach of the actual or alleged Contract of Employment.
7. Any award made as a result of the failure of the *Insured* to issue the *Employee* with a written statement of the terms of employment or to issue the *Employee* with compliant written details of the employer's disciplinary and grievance procedures.
8. Any defence of an action for damages in respect of personal *Injury* including stress related matters or loss of or damage to *Property*.
9. Any *Claim* where the *Insured* did not seek advice from the Qdos Legal Advice Line
10. *Legal Expenses* incurred in the preparation and submission of a *Form ET3* to an employment tribunal.
11. Any *Claim* which is not covered under Section 1A of this Policy.

Section B: Health & Safety Prosecutions

The defence of a criminal prosecution arising from:

1. Health and safety at work and occupational hygiene including but not limited to the Health and Safety at Work etc Act 1974.
2. Food safety hygiene and food legality including but not limited to the Food Safety Act 1990.
3. Occupational hygiene including but not limited to the COSHH and CHIP regulations.
4. Supply of safe goods including but not limited to the Consumer Protection Act 1987 the Food Safety Act 1990 and the Health and Safety at Work etc Act 1974.
5. The Carriage of Dangerous Goods Regulations provided that the *Insured* has appointed a qualified Dangerous Goods Safety Advisor (DGSA) as required under the Transport of Dangerous Goods (Safety Advisers) Regulations 1999.
6. An appeal against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978 and their supporting Regulations.

Exclusions to Section B:

The *Insurer* will not pay *Legal Expenses* arising from or relating to the defence of a criminal prosecution:

1. Deliberately or intentionally solicited by the *Insured*, or where an alleged offence involves dishonesty or intentional threatened or actual violence by the *Insured* unless he is subsequently acquitted of such offence.
 2. Where the *Insured* has pleaded guilty and/or admitted liability.
 3. Which does not arise out of the normal business activities of the *Insured*.
 4. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
 5. Relating to the ownership possession hiring or use of a motor vehicle aircraft or registered commercial passenger carrying vessel licensed to carry 12 or more passengers, or commercial ferries/ registered ships within the meaning of the Merchant Shipping Act 1995
- Section 13-(1), including offences:
- a) Brought under Road Traffic and Transport Acts (not including the Regulations relating to dangerous goods).
 - b) Brought as a result of unsafe motive power rolling stock or incidents on railway property.
 - c) Relating to any substance in Class 7 (radioactive substances).
 - d) Relating to workplaces on or in a ship within the meaning of S.313 (1) of the Merchant Shipping Act 1995.

Section C: Tax Protection

A full enquiry by H M Revenue & Customs (HMRC) into the *Insured's* self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which includes a request to examine all the *Insured's* books and records, including *Legal Expenses* incurred in respect of preparation and representation of the *Insured* at a HMRC Commissioners' Hearing.

An aspect enquiry by HMRC which is limited to one or more specific aspects of the *Insured's* self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all the *Insured's* books and records.

Fees incurred in respect of any challenge in writing HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance review by HMRC into the operation of PAYE, including *Legal Expenses* incurred in respect of preparation and representation of the *Insured* at a HMRC Commissioners' Hearing.

An appeal, including the local review procedure, to a VAT and Duties Tribunal, against an assessment or written decision issued by HMRC relating to the *Insured's* VAT affairs.

Exclusions to Section C:

The *Insurer* will not pay *Legal Expenses* arising from or relating to:

1. Any tax avoidance scheme undertaken by the *Insured*.
2. An enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or enquiry by the Investigations Division, the Board's Investigation Office or the Special Compliance Offices of HMRC.
3. Any dispute or enquiry that commenced prior to the inception of this policy.
4. Any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or enquiry arising.
5. The *Insured's* actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent is shown the *Insurer* shall be entitled to recover such indemnity as it has actually provided.
6. Any issue of law practice or procedure not directly connected with the particular enquiry or dispute which is the subject of the *Claim*.
7. Any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under enquiry.
8. Any *Claim* arising from an enquiry into an *Insured's* tax return or an amendment to an *Insured's* tax return or any other statutory return that was not submitted within the statutory time limits. In order for the statutory return to be regarded as having been submitted within the statutory time limits, HMRC must have deemed this to be the case and the filing date must not allow HMRC the right to extend their enquiry window beyond the normal time limit of 12 months after the due filing date. Where an amendment to a *Insured's* tax return or an amendment to any other statutory return is submitted within the 12 months after the due filing date and HMRC execute an enquiry into the return within that 12 months period then this exclusion will not apply.
9. Any criminal prosecution.
10. Any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged unless, at the culmination of such dispute or enquiry, it is proved that the *Insured* was found not guilty of dishonesty, fraud or fraudulent intent.

Section D: Criminal Prosecution Defence

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in:

1. Defending a prosecution against the *Insured* in a court of criminal jurisdiction;
2. An appeal by the *Insured* against the service of an Improvement or Prohibition Notice under the Health & Safety at Work etc Act 1974 or the Food Safety Act 1990.

Exclusions to Section D:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. Any prosecution for criminal damage;
2. Any prosecution for offences against the person, including offences of a sexual nature;
3. Any prosecution relating to or arising from investigations by HMRC;
4. Any prosecution alleging dishonesty;
5. Failure to insure a motor vehicle as required by law;
6. An allegation of speeding or driving whilst under the influence of alcohol and or drugs;
7. Any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
8. Any alleged deliberate or intentional act unless the charges are dismissed or the *Insured* is acquitted;
9. Any legal proceedings where the *Insured* has pleaded guilty and/or admitted liability;
10. Any proceedings, which do not relate to the business activities of the *Insured*.

Section E: Statutory Licence Protection

An appeal or representation to the relevant statutory or regulatory Licence Protection authority, Court, Tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of the *Insured's* licences.

Exclusions to Section E:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. Driving licences;
2. Any *Claim* relating to an original application or renewal or in respect of which an appeal or representation was made in the 12 months immediately preceding the inception of this insurance, except in the case of renewal or continuation of existing insurance arrangements;
3. Any disciplinary or internal procedures conducted by authorities charged with the regulation of the *Insured* in the performance of their business activities or for any appeal following such procedures;
4. Any costs incurred to comply with a notice or order;
5. An alteration or refusal to renew a *Statutory Licence* which is imposed by an *Act of Parliament*.

Section F: Jury Service Allowance

The *Insurer* agrees to indemnify the income, salary or wages of the *Insured* or any director of, partners in or *Employee* of the *Insured*, in respect of that individual's obligations to attend court for jury service insofar as it is not recoverable from the relevant Court up to a maximum of £100 per day and limited to a maximum of £1,000 for *Any One Claim*.

Exclusions to Section F:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any *Claim* arising from a jury service request served prior to the commencement of this insurance or where the juror has received such a request within the two years immediately preceding this insurance and has been able to postpone the effect of the jury service request except in the case of a renewal or continuation of existing insurance arrangements.

Section G: Property Disputes

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* Incurred in any dispute or *Legal Proceedings* made by or brought against the *Insured*:

1. Over the physical possession of the *Property* provided that all statutory and contractual notices have been correctly served by the *Insured*;
2. Over the terms of a tenancy agreement between the *Insured* and a *Contracting Party* relating to the use or maintenance of the *Property* including dilapidations;
3. Other than with a tenant over the actual or alleged negligence, damage or nuisance to the *Property*;

provided that the *Insured* will suffer financial loss if the *Insured* fails to pursue or defend the dispute or *Legal Proceedings*.

Exclusions to Section G:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. Any dispute relating to the payment of rent, service charges or any other payments due under the terms of the lease, licence or tenancy agreement between the *Insured* and his landlord;
2. The renewal of the lease, licence or tenancy agreement between the *Insured* and his landlord or any dispute arising during a rent review period;
3. Any dispute relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
4. Any dispute where the *Insured* has failed to maintain in full force and effect during a tenancy agreement buildings insurance covering the standard range of perils if the *Insured* was contractually obligated to have such insurance in force;
5. A contract dispute other than that of a tenancy agreement with a *Contracting Party*;
6. A dispute over subsidence or heave howsoever caused.

Section H: Data Protection

The *Insurer* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in defending any civil proceedings brought against the *Insured* for compensation under Section 13 of the Data Protection Act 1998 provided that the *Insured* is already registered with the Data Protection Commissioner.

Exclusions to Section H

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any legal action concerning the grant and/or execution of a warrant of entry.

Section I: Personal Injury

The *Insurer* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in pursuit of *Legal Proceedings* to recover damages for death of, or bodily *Injury* to that of the *Insured* or any director of, partner in or *Employee* of the *Insured*.

Exclusions to Section I

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any *Claim* alleging clinical negligence or any illness, naturally occurring condition or degenerative process, which develops gradually and is not caused by a specific sudden accident.

Section J: Debt Recovery

The *Insurer* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in the pursuit of *Legal Proceedings* arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services, provided that:

1. The amount in dispute exceeds £500;
2. The *Insurer* is notified of the *Claim* within three months of the debt becoming due and payable;
3. The *Insured* has exhausted all reasonable credit control and accounting procedures;
4. The *Insured* agrees to appoint our nominated debt recovery service as the *Appointed Representative*;
5. The *Insurer* has the right to select the method of enforcement;
6. The *Insurer* is satisfied that the defendant has sufficient assets to satisfy any judgment debt;
7. The number of *Claims* that can be notified during the *Period of Insurance* is limited to five.

Exclusions to Section J:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. The recovery of a disputed debt;
2. A lease or tenancy of land or buildings;
3. The ownership, possession, hiring or use of a motor vehicle, aircraft or registered commercial passenger carrying vessel licensed to carry 12 or more passengers, or commercial ferries/ registered ships within the meaning of the Merchant Shipping Act 1995 Section 13-(1).

Section K: Contract Cover

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit or defence of any *Legal Proceedings* made by or brought against the *Insured* in a contractual dispute with a *Contracting Party* over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service within the meaning laid down in the Sales of Goods Act 1979, and or the Supply of Goods Act 1982 provided that:

1. *Legal Expenses* incurred in the pursuit of any proceedings be limited to 75% of the amount in dispute;
2. The amount in dispute exceeds £1000;
3. Where the dispute relates to monies owed to the *Insured* and such liability is not contested the *Insured* refers the debt to the *Debt Collection Service* within 30 days of the *Due Date* and agrees use of the service shall be paid for by the *Insured* and not indemnified by the *Insurer*. Should the *Debt Collection Service* exhaust its normal recovery process and recommends that legal proceeding should take place, the *Insured* will immediately notify a *Claim* under this Section of Cover.

Exclusions to Section K:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. An undisputed debt owed to the *Insured*;
2. Any licence or franchise agreement;
3. A dispute about either the amount an insurance company should pay to settle an insurance *Claim* or the way a *Claim* should be settled;
4. The letting or tenancy of a *Property*;
5. The construction, extension, alteration, demolition, repair, renovation or refurbishment of any *Property*;
6. The ownership, possession, hiring or use of a motor vehicle, aircraft or registered commercial passenger carrying vessel licensed to carry 12 or more passengers, or commercial ferries/ registered ships within the meaning of the Merchant Shipping Act 1995 Section 13-(1).

Section L: Restrictive Covenants

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit of *Legal Proceedings* against an *Employee* or former *Employee* who is in breach of restrictions contained within a written contract of employment signed by the *Employee*.

Section M: Motor Disputes

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit or defence of *Legal Proceedings*;

1. Between the *Insured* and a customer or supplier in respect of a contract for the sale, purchase, hire, lease, hire purchase, service, repair or test of a motor vehicle owned by the *Insured* or for which the *Insured* is legally responsible;
2. The pursuit of *Legal Proceedings* by the *Insured* to recover damages, including damages for personal *Injury*, suffered by the *Insured* any director of, partner in or *Employee* of the *Insured*, following a road traffic accident, provided that the motor vehicle in which the director of, partner in or *Employee* of the *Insured* was travelling is properly *Insured* as required by law at the time of occurrence.

Exclusions to Section M:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any criminal prosecution relating to the ownership or use of a motor vehicle.

Section N: Insolvency Fees

The *Insurer* agrees to indemnify the *Insured* against payment of the fees of an insolvency practitioner acting as an insolvency office holder who has been appointed following the insolvency of the *Insured* where there are insufficient assets of the *Insured* to meet such costs.

Cover is limited to a maximum of:

1. Personal Insolvency 50% of Nominees' Fees in a Voluntary Arrangement;
2. Limited Company Insolvency to a maximum of £10,000 with an *Excess* of £1,500.

Exclusions to Section N:

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. A bankruptcy;
2. A Compulsory Liquidation;
3. An insolvency involving an *Insured* who is outside the *Territorial Limits* of England & Wales;
4. The payment of fees to an insolvency practitioner not approved by the *Insurer*;
5. The *Insurer* will not pay the fees of the insolvency practitioner where there is an indication that the directors or proprietors of the *Insured* have acted illegally.

Section O: Wrongful Arrest Defence

The *Insurer* agrees to indemnify against *Legal Expenses* incurred in defending civil proceedings against the *Insured* with regard to allegations of wrongful arrests or malicious prosecution.

Exclusions to Section O:

The *Insurer* shall not be liable to indemnify the *Insured* in the respect of any *Claim* arising out of or in connection with allegations made by or against or on behalf of an *Employee* or *Ex-Employee* or any other person working or contracting for the *Insured* whether or not an *Employee*.

Section P: Disputes with digital marketing agencies, IT providers and cloud service providers

The *Insurer* will indemnify the *Insured* for *Legal Expenses* incurred in the pursuit or defence of *Legal Proceedings* in a contractual dispute with a *Digital Marketing Agency*, *IT Provider* or *Cloud Service Provider* provided that:

1. the sum in dispute exceeds £1,000;
2. *Legal Expenses* incurred in the pursuit of any proceedings will be limited to 75% of the sum in dispute or the *Limit of Indemnity*, whichever is the lesser amount;
3. the dispute arises and is notified to the *Coverholder* during the *Period of Insurance*;
4. the *Digital Marketing Agency*, *IT Provider* or *Cloud Service Provider* is domiciled in the *Territorial Limits*.

Exclusions to Section P:

The *Insurer* will not indemnify the *Insured* for *Legal Expenses* incurred in any dispute:

1. arising from or relating to any form of contract, licence or agreement other than a contract between the *Insured* and a *Digital Marketing Agency*, *IT Provider* or *Cloud Service Provider*;
2. where there is no written contract between the *Insured* and a *Digital Marketing Agency*, *IT Provider* or *Cloud Service Provider*.

Section Q: Disputes relating to use of the insured's IT systems by employees

The *Insurer* will indemnify the *Insured* for *Legal Expenses* incurred in the pursuit of *Legal Proceedings* against a present or former *Employee* who is deemed to have breached restrictions in their written contract of employment relating to:

1. any unauthorised use or misuse of the *Insured's* information technology systems;
2. any unauthorised extraction, misuse or sharing of any confidential information or data belonging to the *Insured*;
3. the use of social media to damage the *Insured's* reputation;

Exclusions to Section Q:

The *Insurer* will not indemnify the *Insured* for *Legal Expenses* incurred in any dispute where:

1. the *Employee* has not signed a written contract of employment;
2. the *Insured* has failed to clearly document and/or issue to all *Employees* the following corporate policies:
 - a. Internet usage policy;
 - b. Social media policy;
 - c. Information and security policy;
 - d. "Bring your own device" policy.

Please refer to the Qdos Advice Line for further information and guidance regarding the corporate policies listed above.

This policy will not cover

The *Insurer* shall not be liable to indemnify the *Insured* in respect of:

1. Any dispute arising during the first 90 days of the first *Period of Insurance*, or during the first 30 days of the first *Period of Insurance* in respect of *HMRC Investigations*, unless it can be evidenced that the *Insured* previously held legal expenses cover with another insurer immediately prior to inception of this Policy.
2. An *Insured Event* reported more than 90 days after its *time of occurrence*.
3. An *Insured Event* reported outside the *Period of Insurance*.
4. Any dispute, *Legal Proceedings* or *HMRC Investigation* made, brought or commenced outside the *Territorial Limits*.
5. Any *Claim* relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which has or which the *Insured* knew or ought reasonably to have known may give rise to a dispute, *Legal Proceedings* or *HMRC Investigation* by or against the *Insured*.
6. Fees costs and disbursements incurred prior to the written acceptance of a *Claim*.
7. Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
8. Any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
9. Legal Expenses arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognize, interpret or process any data as its true calendar date.
10. Any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered, or otherwise corrupted.
11. Disputes relating to written or verbal remarks, which damage the *Insured's* reputation.
12. Causes of action intentionally brought about by the *Insured*.
13. Any *Claim* which, in the *Insurer's* opinion, or the *Appointed Representative's* opinion, is believed not to have reasonable prospects of achieving the result for which *Legal Proceedings* are contemplated. Please note that this exclusion shall not apply in respect of a *Claim* made under Section 1A, ET3.
14. *Legal Expenses* incurred before the *Insurer* agrees to pay them or where the *Insured* pursues or defends a case without the agreement of the *Insurer* or in a different manner to or against the advice of the *Appointed Representative* or fails to give proper instructions in due time to the *Insurer*, *Appointed Representative* or to Counsel or other persons instructed by the *Appointed Representative* or where the *Appointed Representative* refuses to act on behalf of the *Insured* for any reason other than a conflict of interest or in respect of witnesses, experts or agents interviewed, engaged or called on as witness without the prior written approval of the *Insurer*.
15. Any *Claim* where the *Insured*, in the reasonable opinion of the *Insurer*, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the *Appointed Representative* or withdrawing from the case.
16. *Legal Expenses* which can be recovered by the *Insured* under any other insurance or which would have been covered if this policy did not exist except for any amount in *Excess* of that which would have been payable under such other insurance.
17. Fines, damages or other penalties, which the *Insured* is ordered to pay by a Court or other authority.
18. *Legal Expenses* relating to any judicial review.
19. Any *Claim* for *Legal Expenses* when the *Insured* is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a Deed of Arrangement or part or all of the *Insured's* affairs or property are in the care or control of a receiver or an administrator with the exception of a *Claim* made in respect of Section N Insolvency Fees.
20. Any dispute with the *Insurer* or *Qdos*.
21. Please note that the rights conferred by the Third Parties (Rights Against *Insurers* Act) 1930 are specifically excluded from applying to this policy.
22. The defence of the *Insured* in civil *Legal Proceedings* arising from:
 - a) *Injury* or disease including psychiatric *Injury* or stress;
 - b) Loss, destruction, or damage of or to *Property*;
 - c) Alleged breach of professional duty;
 - d) Any tortious liability (other than specified in Section G. Property disputes.)
23. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
24. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
25. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

General Conditions

Arbitration

Any dispute or difference of any kind between the *Insurer* and the *Insured* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties.

Cancellation

If *You* decide that for any reason that this policy does not meet *Your* insurance needs, then please return it to the insurance broker or agent who provided this policy to *You* within 14 days from the day of purchase or on the day you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, *We* will then refund *Your* premium in full. If *You* wish to cancel your policy after 14 days *You* will not be entitled to a refund.

The *Insurer* shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full *You* will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Insured's Responsibilities

The *Insured* must notify the *Insurer* as soon as is reasonably possible of any change in the information given to them which may affect this insurance or any circumstances which may give rise to a *Claim*. Failure to do so may invalidate the *Insured's* insurance or may result in cover not operating fully. The *Insurer* reserves the right to alter the terms, charge an additional premium or cancel this insurance should they become aware of any fact, which may affect the cover provided by this insurance. The *Insured* must:

1. Observe the terms and conditions of this insurance.
2. Try to prevent any incident that may give rise to a *Claim*.
3. Take all reasonable steps to minimise the amount payable by the *Insurer*.

Assignment

This Policy of insurance is between and binding upon the *Insurer* and the *Insured* and their respective successors in title, however the Policy may not be otherwise assigned by the *Insured* without prior written consent.

Waiver

If the *Insurer* fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any such time.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

Claims Conditions

1. Reporting a Claim

The *Insurer* should, as soon as possible be notified in writing of any potential *Claim* and be provided with any written or other evidence relevant to the issues giving rise to the *Claim*. The *Insured* will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the *Insurer* accepting the *Claim*, including any action already taken.

Claims should be made by contacting the Claims Department as soon as is reasonably practical on **01455 852100**, or by writing to:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA
Email: claims@qdosunderwriting.com

You will need to quote '**Insureit UK**' followed by the Broker who organized this policy for you along with the policy number.

2. Coverholder's Consent

It is a condition precedent to the liability of the *Insurer* that their consent to incur *Legal Expenses* or *Professional Expenses* must firstly be obtained in writing. This consent will be given by the *Coverholder* on behalf of the *Insurer*, if the *Insured* can satisfy the *Coverholder* that:

1. It is reasonable to incur *Legal Expenses* or *Professional Expenses* having regard to the proportionality between remedy claimed and the *Legal Expenses* or *Professional Expenses* to be incurred;
2.
 - a. Where the *Insured* is pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedies sought; or,
 - b. Where the *Insured* is defending, the other party does not have reasonable prospects of proving the *Insured's* legal liability; or,
 - c. In respect of criminal prosecution and where the *Insured* pleads guilty there is a reasonable prospect of significant mitigation of the *Insured's* sentence or fine.

Should during the course of a *Claim* the *Insured* ceases to satisfy the *Coverholder* in respect of 1 and 2 of *Coverholder's* Consent indemnity will be withdrawn. For a decision to be made on granting or withholding consent the following must be received by the *Coverholder*:

- A completed insurance *Claim* form;
- The documentation and information reasonably requested by the *Coverholder*;
- Any advice the *Coverholder* may deem necessary to take;
- A legal opinion from the *Appointed Representative* as to 1 and 2 of *Coverholder's* Consent.

The *Coverholder* reserves the right to limit its consent by time and or financial amount of *Legal Expenses* or *Professional Expenses* and or stage of proceedings to allow for a review of their continued consent.

The *Coverholder* at its discretion may require the *Insured* to seek an opinion from counsel, at the *Insured's* expense, as to the merits of the *Claim*. Such opinion is to have regard to the same issues that the *Coverholder* has in assessing the merits of any legal action. If based upon such an opinion the *Coverholder* is satisfied in respect of 1 and 2 of *Coverholder's* Consent the *Legal Expenses* and *Professional Expenses* in obtaining that opinion will be paid by the *Insurer* within the *Limits of Insurer's Liability*.

If after consent has been granted it is shown that the particular *Claim* or *Legal Proceedings* have not been brought within the terms and conditions of this Policy and its Schedule the *Coverholder's* consent will be withdrawn and no indemnity shall be provided. The *Insurer* shall be entitled to recover any *Legal Expenses*, *Professional Expenses*, *Awards of Compensation* and any other Allowances previously paid.

If the *Insured* elects to proceed with the pursuit or defence of a *Claim* or *Legal Proceedings* to which the *Coverholder's* consent has been refused through lack of reasonable prospects as required in 1 and 2 of *Coverholder's* Consent and if the *Insured* is successful in such pursuit or defence, the *Insurer* will pay *Legal Expenses* or *Professional Expenses* incurred after such consent had been refused subject to the terms conditions of this Policy.

In granting its consent the *Insurer* undertakes to provide indemnity to the *Insured* subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* will be paid.

In particular *Legal Expenses* or *Professional Expenses* for matters that go beyond the immediate scope of the *Claim* or *Legal Proceedings* shall be deemed by the *Insurer* to fall outside the indemnity provided by this Policy.

3. Choice of Appointed Representative and Counsel

The *Coverholder* will choose an *Appointed Representative* to act on behalf of the *Insured* in any *Claim* under certain Sections as specified in the Schedule.

Where recourse is necessary to a lawyer and proceedings are issued, the *Insured* is free to choose an *Appointed Representative* to act in the name of and on behalf of the *Insured* in any *Legal Proceedings* to which Qdos has consented. The name and address of the *Appointed Representative* the *Insured* proposes to instruct, must be notified to Qdos in writing. Qdos will accept such nomination provided Qdos is satisfied the proposed *Appointed Representative* will cooperate and enable the *Insured* to comply with the terms and conditions of this policy. Where the *Insured* chooses to appoint a non-panel *Appointed Representative* the *Legal Expenses* payable under this Policy shall be restricted to those detailed in Qdos' standard terms of appointment for panel representatives and always subject to the *Limit of Indemnity*. A copy of the standard terms of appointment for panel representatives is available on request by contacting Qdos using the details shown in the section of this Policy titled 'Claims'.

A dispute arising from the *Insured's* choice may be referred to Arbitration in accordance with our terms under General Conditions. The *Insured* must not, without the written consent of the *Coverholder*, enter into any agreement with the *Appointed Representative* as to the basis of calculation of *Legal Expenses*. The *Coverholder* may withdraw consent previously given at any time.

In selecting the *Appointed Representative* the *Insured* shall have regard to its duty to minimise the cost of any *Claim* or *Legal Proceedings*. In all cases the *Appointed Representative* shall be appointed in the name of and on behalf of the *Insured*. If in the course of any *Claim* or *Legal Proceedings* the *Appointed Representative* wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *Coverholder* for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the *Insurer's* liability that:

1. The *Insured* must give to the *Appointed Representative* and the *Coverholder* all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the *Insured's* possession. The *Insured* must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
2. The *Coverholder* is entitled to receive from the *Appointed Representative* and *Insured* any information, documentation or advice in connection with any *Claim* or *Legal Proceedings* even if privileged. In addition the *Insured* must instruct the *Appointed Representative* to provide the *Coverholder* with regular updates on the progress of any *Claim* or *Legal Proceedings* and inform the *Coverholder* immediately if and when any circumstance adversely impacts the factors taken into account in granting *Coverholder's* consent. On request the *Insured* will give to the *Appointed Representative* any instructions necessary to secure the required access.

Cover may be withdrawn if the *Insured* fails to co-operate at all or within a reasonable time with the *Coverholder's* or the *Appointed Representative's* requests.

5. Offer of Settlement

It is a condition precedent to the liability of the *Insurer* that the *Insured* must inform the *Coverholder* in writing as soon as an offer to settle a *Claim* or *Legal Proceedings* is received and or the *Insured* proposes to make an offer of settlement. In any settlement, the *Insured* must have regard to *Legal Expenses* or *Professional Expenses* incurred or likely to be incurred by the *Insurer* and the recovery thereof. No indemnity will be provided if the *Insured* enters into any agreement to settle without the prior written consent of the *Coverholder* (such consent not to be unreasonably withheld) and the *Insurer* shall be entitled to recover any *Legal Expenses*, *Professional Expenses* or *Awards of Compensation* previously paid. If the *Insured* unreasonably rejects an offer of settlement which the *Coverholder* recommends acceptance of or makes an offer which the *Coverholder* does not agree no further indemnity shall be provided.

The *Insurer* may at its absolute discretion decide to pay the *Insured* the amount of damages that the *Insured* is claiming or is being claimed against the *Insured* instead of indemnifying the *Insured* for *Legal Expenses* *Professional Expenses* or *Awards of Compensation*. Where the *Insurer* exercises this discretion the *Insurer* will cease to be liable for any further *Legal Expenses*, *Professional Expenses* or *Awards of Compensation*.

6. Payment of Legal Expenses, Professional Expenses and Awards of Compensation

All bills relating to any *Claim* or *Legal Proceedings* which the *Insured* receives from the *Appointed Representative* should be forwarded to the *Coverholder* without delay. If the *Coverholder* so requires the *Insured* must ask the *Appointed Representative* to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.

The *Insured* is responsible for payment of all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation*. The *Insurer* may settle these directly if requested by the *Insured* to do so. The payment of some *Legal Expenses* or *Professional Expenses* does not imply that all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* will be paid.

7. Appeal Procedure

If, following *Legal Proceedings* to which the *Coverholder* has consented, the *Insured* wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the *Coverholder* through the *Appointed Representative* immediately or as soon as practicable so that the *Coverholder* may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the *Insured* following *Legal Proceedings* to which the *Coverholder* has consented, the *Insured* must notify the *Coverholder* immediately in order that cover shall continue. The *Coverholder* will inform the *Appointed Representative* of its decision. If the *Coverholder* so requires it the *Insured* must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

8. Recovery of Costs

Whenever the *Insured* is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the *Insurer*. The *Insured* and their *Appointed Representative* must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the *Insured* agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the *Insurer*. Where such a settlement is paid in instalments all costs to the *Insurer* shall be paid first.

9. Fraudulent Claims

If the *Insured* makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid hereunder shall be forfeited and the *Insurer* shall be entitled to recover any *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* previously paid. This information may also be shared with the appropriate law enforcement authorities.

10. Insolvency or Liquidation of the Insured

If the *Insured* becomes insolvent or is placed in liquidation during the course of any *Claim* or *Legal Proceedings* to which the *Coverholder's* consent has been given the *Coverholder* reserves the right to withdraw that consent. The *Insured* shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

11. Duty to Minimise

The *Insured* must:

1. Take all reasonable precautions to avoid and prevent *Claims*, *Legal Proceedings* and disputes; and
2. Use every endeavour and take all reasonable measures to minimise the cost and effect of any *Claim* or *Legal Proceedings* under this Policy

12. Value Added Tax

If the *Insured* is registered for VAT, the *Insurer* will not pay the VAT element of any *Legal Expenses* or *Professional Expenses*.

Complaints

It is the intention to give you the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:
Please contact your agent who arranged the Insurance on Your behalf.
2. Complaints regarding claims:
Please contact in the first instance:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA
Tel: 01455 852050
Email: feedback@qdosunderwriting.com

If your complaint in either case cannot be resolved by the end of the third working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE at: Customer Relations, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk. Tel: 0345 218 2685.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0300 123 9 123 or 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or call us on 0800 678 1100 or 020 7741 4100.

Data Protection Act 1998

Please note that any information provided to us will be processed by *Us* and *Our* agents 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. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA



Insurance | HR | Health & Safety | Tax & VAT | Employment Law