

Caterers

Policy booklet



Policyfast

Welcome to Policyfast

Welcome to **Your** new Caterer's **Policy** exclusively arranged via Policyfast Limited and its associate company City Underwriters Limited with Royal & Sun Alliance Insurance plc. **Your** insurance **Policy** comprises this booklet and **Your Schedule** and **Statement of Fact**. **You** should read these documents carefully and keep them in a safe place together with copies of any documentation **You** have provided to **Us**.

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THIS POLICY (AND THE STATEMENT OF FACT AND THE SCHEDULE WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT MEET YOUR REQUIREMENTS YOU MUST CONTACT YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY. ANY FACTS WHICH WE HAVE TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS POLICY, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, YOU MUST CONTACT YOUR INSURANCE ADVISER WITHOUT UNDUE DELAY.

About Your insurance Policy

Your insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact** and the **Schedule** which shows the sums insured, **Our Limits of Liability**, the premium **You** will pay and any other terms which apply to **Your Policy**. Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy**, and are listed under "Definitions" at the end of the **Policy**.

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

The insurance contract

This insurance **Policy** is a legal contract between **You** and **Us**. The contract is based on the information **You** gave **Us** when **You** applied for the insurance and any subsequent information which **You** have supplied.

We will provide cover for the Insurances shown on **Your Schedule** for the **Period of Insurance**, subject to all the terms, conditions and exclusions of this **Policy**. **You** must pay the premium for the **Period of Insurance** and comply with all of the **Policy** conditions.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim or reduce the amount **We** pay for a claim.

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

Customer Care Services

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

Claims Helpline

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

- **24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim) 0345 300 4006 (Please quote Your Policy number)**

Emergency Repairs

Should emergency repairs be needed to **Your** Property, **We** will put **You** in touch with a tradesman from our carefully selected panel.

You will have to pay the cost of any work done, but where the **Damage** is caused by an insured **Event**, **You** can of course submit the cost as part of **Your** claim.

Whatever the nature of the emergency, **You** just need to make a single phone call.

Catastrophe Claim

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

Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**?

Our advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

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

Stress Counselling (available 24 hours)

- **Advice Lines 01455 251500**

(Please quote reference number **70108**)

Property Damage Insurance

THE FOLLOWING EVENTS APPLY AS OPERATIVE EVENTS UNLESS SPECIFICALLY EXCLUDED ON THE POLICY SCHEDULE

What is covered

Events

The following events only apply where shown as included under operative events in the schedule.

- 1 Fire, smoke, lightning, explosion and earthquake.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 3 **Damage** arising from stoppage of work.
- 4 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 5 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

- 3 Storm or flood.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** caused solely by change in the **Water Table Level**.
- 3 **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**.
- 4 **Damage** caused to fences, gates and moveable **Property** in the open.

- 4 Escape of water from any tank, apparatus, pipe or appliance.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 3 **Damage** in respect of any **Building** which is empty or not in use.
- 5 Impact by
 - A) any road vehicle including any fork lift truck or other industrial vehicle or
 - B) an aircraft or other aerial devices or articles dropped from them or
 - C) an animal.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 6 Accidental escape of water from any automatic sprinkler installation.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** in respect of any **Building** which is empty or not in use.
- 3 **Damage** by heat caused by fire.
- 7 Theft or attempted theft.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** which does not involve
 - A) entry to or exit from that part of the **Building** solely occupied by **You** for the purpose of the **Business** by forcible and violent means or
 - B) actual or threatened assault or violence
 other than **Damage** to closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes belonging to **You** or for which **You** are responsible and which are securely fixed to the external structure of the **Buildings**.
- 3 **Damage to Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business**.

- 4 **Damage** to lead forming part of the exterior of the **Premises**.
- 5 **Damage** to moveable **Property** in the open.
- 6 **Damage** to **Property** in any outbuilding.
- 7 **Damage** to **Money** and securities of any description.
- 8 **Subsidence, Ground Heave or Landslip.**
We will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
 - 3 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
 - 4 **Damage** arising from normal settlement or bedding down of new structures.
 - 5 **Damage** commencing prior to the granting of cover under this Insurance.
- 9 Oil escaping from a fixed heating installation or connected apparatus.
We will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 The cost of replacing the oil.
- 10 Falling trees or their branches.
We will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 11 Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.
We will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 The cost of replacing the alcoholic and soft drinks.
 - 3 Leakage of bottled stock.
- 12 A) Accidental breakage of fixed **Glass** and fixed sanitary ware
 B) Accidental **Damage** to neon and illuminated signs and electric light fittings forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
We will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage**
 - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
 - B) while the **Premises** are empty or not in use
 - C) existing prior to the commencement of this Insurance and not subsequently replaced.
 - 3 Any amount in excess of £10,000 any one loss.
- 13 Any other accident.
We will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** by any of the **Events** 1 – 12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
 - 3 **Damage** to any **Property** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
 - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**
 but this shall not exclude subsequent **Damage** which itself results from an insure **Event**.
 - 4 **Damage** caused by
 - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects

- B) change in temperature, colour, flavour, texture or finish
- C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping
- D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates
but not
 - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**.
- 5 **Damage** caused by pollution or contamination.
- 6 **Damage** caused by acts of fraud or dishonesty.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 8 **Damage** to a building or structure caused by its own collapse or cracking.
- 9 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- 10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 11 **Damage** to **Property** in transit.
- 12 **Damage** to **Money** and securities of any description.
- 13 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 14 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Extinguishment Expenses

The costs incurred by You in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured **Damage** to the **Property Insured**.

We will not cover

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

2 Emergency Services

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

We will not cover

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

3 Trace and Access and Repair or Replacement

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

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

We will not cover

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

4 Glazing Repairs

The costs of

- A) any necessary boarding up or temporary glazing in order to secure the **Premises**

pending replacement of broken **Glass** if a replacement cannot be made at the same time

- B) removing and re-fixing window fittings, framework and other obstacles to replacement
- C) repairing or replacing window frames
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another policy

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

We will not cover

- 1 Any amount in excess of £10,000 any one loss including **Damage** covered by **Event** 12.

5 Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another policy.
- B) The expenses incurred up to £1,000 in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees**.

We will not cover

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

6 Repair Costs

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

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

7 Unauthorised Use of Electricity, Gas or Water

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

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £2,500 in any one **Period of Insurance**.
- 3 **Damage** unless
 - A) the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**
 - B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

8 Loss of Metered Water

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

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

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.
- 3 Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.

9 Property at Other Locations

Damage to

- A) documents and business books whilst removed from the **Premises** to any

- location and whilst in transit
- B) any other **Property Insured** (excluding vehicles licensed for road use) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of the following amounts
 - A) in respect of documents and business books
£25,000 any one loss
 - B) in respect of any other **Property Insured**
more than 15% of the contents sum insured shown in the **Schedule**, not exceeding £250,000 any one loss.
 - 3 **Damage** by theft from
 - A) any building not permanently occupied by **You** for the purpose of the **Business** unless the building is securely locked
 - B) any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
 - C) any vehicle which is away from **Your** own **Premises** or a site where **You** are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park.
 - 4 Any **Property** that is insured on another policy.
 - 5 **Damage** occurring outside the **Territorial Limits** for Contents temporarily removed.
- 10 Alterations and Additions - Buildings, Shop Front, Tenant's Improvements and General Contents**
- Alterations or additions made to any **Buildings** or **Shop Front** insured or **Buildings, Shop Front, Tenant's Improvements** or **General Contents**

acquired or constructed during the **Period of Insurance** at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

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

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

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage to Property** insured on another policy.
- 11 Seasonal Increase in Stock**
- An increase in the sum insured on **Stock** for the Amount of Increase and Period(s) of the year shown in the **Schedule**.
- 12 Index Linking**
- An adjustment in the sums insured shown on the **Schedule**, excluding **Rent**, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.
- For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.
- No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

THIS INSURANCE ALSO DOES NOT COVER

1 Marine Policies

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

2 Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War and Allied Risks

Damage caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4 Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by

- A) pollution or contamination which itself results from any **Event** insured (other than **Event** 13)
- B) any **Event** insured (other than **Event** 13) which itself results from pollution or contamination.

5 Radioactive Contamination

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive

nuclear assembly or nuclear component of it.

6 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

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

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

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

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

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

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

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

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

7 Electronic Risk

- A) **Damage to Data** which shall include but shall not be limited to
- i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from any of the **Events** insured provided that such **Damage** does not arise by reason of any malicious act or omission.

Property Damage Insurance - how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

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

(other than motor vehicles, directors', partners' and **Employees'** personal effects, documents, business books, photographs, films and transparencies)

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

Cost A

The cost of reinstatement which is

- 1 the cost of rebuilding where the **Property** is destroyed or the cost of replacement by similar **Property** in the case of **General Contents**
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with **Public Authorities** requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage** provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
- 2 within such further time as **We** may allow in writing excluding
 - 1 the cost of compliance with any of the

above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations

- 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

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

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

Cost D

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

Additional factors when settling these claims

The work of reinstatement on another site

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

Partial Damage

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

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

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

- 4 if in the Schedule it is stated that the Alternative Basis of Settlement applies.

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

- complying with Public Authorities' requirements
- removing debris
- professional fees

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

Your sum insured - the penalty for underinsurance

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

Insurable Amount is the total of the above Costs A, B, C and D in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

How We settle claims for Damage to documents, business books, photographs, films and transparencies

In respect of Damage to documents and business books

We will pay **You**

- 1 the value of the materials as stationery
- 2 the cost of clerical labour in writing up such documents
- 3 the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding
 - A) the value to **You** of the information
 - B) any amount in excess of £25,000 any one loss
- 4 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or

expenses incurred

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

In respect of Damage to photographs, films and transparencies

We will pay **You** the cost price or current printing cost of such photograph, film or transparency and not any cost involved in re-shooting.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay **You**

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

Sub Post Offices

If **You** are responsible for **Stock** belonging to the Post Office

- 1 **We** will not cover **Damage**
 - A) for which the Post Office does not seek reimbursement
 - B) which is in any way brought about by **You** or any member of **Your** household or **Business** staff
- 2 the most **We** will pay in respect of such **Stock** is £2,000 any one loss.

Artwork and Pictures

The most **We** will pay for **Damage** to any picture, painting or work of art is £2,500 in respect of any one item.

Your sum insured – the penalty for underinsurance

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

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

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

We will pay **You**

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

Your sum insured – the penalty for underinsurance

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

The Insurable Amount shall be the annual **Rent** receivable or payable as the case may be at the commencement of the **Period of Insurance**.

Such amount to be proportionately increased to correspond with the **Period of Rent** insured where that period exceeds twelve months.

Other considerations when settling any claims under this Insurance Designation

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

Workmen

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

When We reinstate or replace Property

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

Plans and documents in support of a claim

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

Transfer of interest

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

Automatic reinstatement after a loss

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

Requirements which You must comply with to prevent loss or Damage

Fire Extinguishing Appliances

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

Security Precautions

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

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

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

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

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

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

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

Minimum Standards of Security

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

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

and

- B) the final closing leaf must be secured with either
 - i) any of the locking arrangements specified in 1 above according to the construction of the doors
 - or
 - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
- 4 All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.
Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door premises.
This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

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

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

Kitchen Equipment

It is a requirement of this Insurance that where cooking equipment is used at the **Business Premises**

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

- 2 all cooking equipment is not left unattended whilst the heat source is operating and the power or fuel supply to such equipment is shut off outside working hours
- 3 all fat frying ranges are equipped with cooking thermostats arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer's recommended temperature and such thermostats are serviced at least once in every 12 month period
- 4 all cooking equipment hoods grease traps filters and other grease removal devices are cleaned at least monthly
- 5 all extract ducting is inspected and cleaned at least annually by professional contractors with a report issued and kept available for inspection
- 6 a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area.

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

Deterioration of Stock Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

- 1 **Damage** that occurs as a result of deterioration or putrefaction of **Stock in the Cold Chamber** of any refrigeration unit while at the **Premises**
 - A) due to the rise or fall in temperature resulting from any cause not excluded or
 - B) due to the action of refrigerant fumes which have escaped from the machine during the **Period of Insurance**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Stock in the Cold Chamber** of any refrigeration unit which at the commencement of the **Period of Insurance** in which the **Damage** occurred was more than fifteen years of age.
- 3 **Damage** in excess of the **Sum Insured** shown in the **Schedule**.
- 4 Deterioration or putrefaction resulting from **Damage** at the **Premises** by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.
- 5 **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.
- 6 **Damage** resulting from **Your** deliberate neglect.
- 7 Loss of goodwill or any loss which is not a direct result of the **Event** which led to a claim under this Insurance.
- 8 **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9 **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to, by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.

- 10 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.

- 11 A) **Damage to Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

How We settle claims for Stock in the Cold Chamber

We will pay the value of the **Stock in the Cold Chamber** at the time of the **Damage**.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Stock in the Cold Chamber** is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the total value at the time of **Damage to Stock in the Cold Chamber** at the **Premises** held in all refrigeration units.

All Risks Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Section 1

1 **Damage to Unspecified Equipment**

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any item with a value in excess of the Single Article Limit of £10,000.

Section 2

1 **Damage to Specified Equipment**

We will not cover

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

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

- 1 Any **Property** that is insured on another policy.
- 2 **Damage** by theft from any vehicle left unattended for the night.
- 3 **Damage** by theft from any vehicle unless the **Property** is concealed in a glove compartment or locked luggage compartment and either
 - A) all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
 - or
 - B) entry or access to the vehicle has been effected by forcible and violent means.
- 4 **Damage** caused by
 - A) delay, confiscation or detention by order of any Government or Public Authority
 - B) counterfeit, substitute or foreign coins.
- 5 **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
- 6 **Damage** as a result of any person obtaining any **Property** by deception.
- 7 **Damage** occurring outside the **Territorial Limits**.

- 8 **Damage** caused by pollution or contamination.
- 9 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 10 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 11 **Damage** commencing prior to the granting of cover under this Insurance.
- 12 **Damage** caused by
- A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**
- but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance
- C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - D) change in temperature, colour, flavour, texture or finish
 - E) mechanical or electrical breakdown, failure or derangement
- but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
- 13 **Damage to Money** and securities of any description.
- 14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 15 **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 16 **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations or contamination by radioactivity from any nuclear fuel
- or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
- 17 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 18 A) **Damage to Data** which shall include but shall not be limited to
- i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.
- 19 **Terrorism**
- Damage** occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

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

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

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

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

Terrorism means

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

- A) influence any government or any international governmental organisation

or

- B) put the public or any section of the public in fear.

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

All Risks Insurance - how We settle claims

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

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

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Other considerations when settling any claims under this Insurance

Partial Damage

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

Your sum insured – the penalty for underinsurance

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

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

Plans and documents in support of the claim

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

Requirements which You must comply with to prevent loss or Damage

Portable Electronic Office Equipment

It is a requirement of this Insurance that each item of electronic office equipment designed for mobile or portable use with a replacement value over £250 must whenever the **Business Premises** are left unattended be secured in locked cupboards, cabinets or security containers the keys to which have been removed from the **Business Premises**.

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

Business Interruption Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

- 1 Fire, smoke, lightning, explosion and earthquake.

We will not cover

- 1 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.

We will not cover

- 1 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
 - 2 **Damage** arising from stoppage of work.
 - 3 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
 - 4 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 3 Storm or flood.

We will not cover

- 1 **Damage** caused solely by change in the **Water Table Level**.
- 2 **Damage** caused by **frost, Subsidence, Ground Heave or Landslip**.
- 3 **Damage** caused to fences, gates and moveable **Property** in the open.
- 4 Escape of water from any tank, apparatus, pipe or appliance.

We will not cover

- 1 **Damage** by water discharged or leaking from an automatic sprinkler installation.
 - 2 **Damage** in respect of any **Building** which is empty or not in use.
- 5 Impact by
 - A) any road vehicle including any fork lift truck or other industrial vehicle or

- B) an aircraft or other aerial devices or articles dropped from them or
- C) an animal.
- 6 Accidental escape of water from any automatic sprinkler installation.
We will not cover
 - 1 **Damage** in respect of any **Building** which is empty or not in use.
 - 2 **Damage** by heat caused by fire.
- 7 Theft or attempted theft.
We will not cover
 - 1 **Damage** which does not involve
 - A) entry to or exit from that part of the **Building** occupied by **You** for the purpose of the **Business** by forcible and violent means or
 - B) actual or threatened assault or violence.
 - 2 **Damage** to lead forming part of the exterior of the **Premises**.
- 8 **Subsidence, Ground Heave or Landslip.**
We will not cover
 - 1 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
 - 2 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
 - 3 **Damage** arising from normal settlement or bedding down of new structures.
 - 4 **Damage** commencing prior to the granting of cover under this Insurance.
- 9 Oil escaping from a fixed heating installation or connected apparatus.
- 10 Falling trees or their branches.
We will not cover
 - 1 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 11 Leakage of alcoholic or soft drinks from storage containers or connected apparatus.
We will not cover
 - 1 Leakage of bottled stock.
- 12 A) Accidental breakage of fixed **Glass** and fixed sanitary ware
- B) Accidental **Damage** to neon and

- illuminated signs and electric light fittings
- forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
We will not cover
 - 1 **Damage**
 - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
 - B) while the **Premises** are empty or not in use
 - C) existing prior to the commencement of this Insurance and not subsequently replaced.
- 13 Any other accident.
We will not cover
 - 1 **Damage** by any of the **Events** 1 – 12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
 - 2 **Damage** to any **Property** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
 - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees** but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
 - 3 **Damage** caused by
 - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - B) change in temperature, colour, flavour, texture or finish
 - C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or

any range of connected steam and feed piping

- D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates
- E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but not

- i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** caused by pollution or contamination.
 - 5 **Damage** caused by acts of fraud or dishonesty.
 - 6 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - 7 **Damage** to a building or structure caused by its own collapse or cracking.
 - 8 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
 - 9 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - 10 **Damage** to **Property** in transit.
 - 11 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.
 - 12 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - 13 **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
 - 14 **Damage** to livestock, growing crops or trees.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Loss at Suppliers' Premises

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

We will not cover

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

2 Failure of Public Supply

Loss as a result of accidental failure of the public supply of

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

We will not cover

- 1 Loss as a result of an accidental total failure of the public supply lasting less than 30 consecutive minutes.
- 2 Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.
- 3 Any loss in excess of £250,000 after the application of all other terms and conditions of this Insurance.
- 4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

3 Disease, Murder, Suicide, Vermin and Pests

Loss as a result of

- A) closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a

notifiable human disease manifesting itself at the **Premises**

- B) injury or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- C) closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate as a result of defects in the drains and other sanitary arrangements at the **Premises**
- D) murder or suicide occurring at the **Premises**
- E) vermin and pests at the **Premises**.

We will not cover

- 1 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

4 Denial of Access and Loss of Attraction Damage to Property in the vicinity of the **Premises** by any of the insured **Events** which

- A) hinders or prevents the use of the **Premises** or access to them
or
- B) causes a fall in the number of customers attracted to the vicinity of the **Premises** whether the **Property** used by **You** for the purpose of the **Business** shall be damaged or not.

We will not cover

- 1 Loss as a result of obstruction by snow or flood water.
- 2 Loss as a result of **Damage** which prevents or hinders the supply of electricity, gas, water or telecommunications services.
- 3 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

5 Telecommunications System

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

We will not cover

- 1 Loss as a result of accidental failure of satellite or mobile phone services.
- 2 Loss as a result of total failure of service lasting less than 60 consecutive minutes.
- 3 Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
- 4 Any loss in excess of £5,000 after the application of all other terms and conditions of this Insurance.
- 5 Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
- 6 Loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunications authority.
- 7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.

6 Property at Other Locations and In Transit

Damage by any insured **Event** to

- A) documents and business books whilst removed from the **Premises** to any location and while in transit within the **Territorial Limits** for Contents temporarily removed
- B) any other **Property Insured** (excluding vehicles licensed for road use)
 - i) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within the **Territorial Limits** for Contents temporarily removed
 - ii) in transit to and from the **Premises** in a vehicle owned or operated by **You** within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

We will not cover

- 1 Loss as a result of **Damage** to the conveying vehicle or craft by impact.
- 2 Any amount in excess of £25,000 any

one loss after the application of all other terms and conditions of this Insurance.

7 Outstanding Debit Balances

Damage by any insured **Event** at the **Premises** to **Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

We will not cover

- 1 Any amount in excess of £10,000 in any **Period of Insurance**.

THIS INSURANCE ALSO DOES NOT COVER

1 Sonic Bangs

Loss as a result of **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2 War and Allied Risks

Loss as a result of **Damage** caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Pollution and Contamination

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

- A) pollution or contamination which itself results from any **Event** insured (other than **Event** 13)
- B) any **Event** insured (other than **Event** 13) which itself results from pollution or contamination.

4 Radioactive Contamination

Loss as a result of **Damage** caused by or happening through or causing loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by

radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.

5 Terrorism

Loss as a result of **Damage** caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

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

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

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

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

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

In any action, suit or other proceedings where **We** allege that by reason of this exclusion

any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

6 Electronic Risk

- A) Loss as a result of **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) Loss as a result of **Damage** to the **Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from any of the **Events** insured provided that such **Damage** does not arise by reason of any malicious act or omission.

Business Interruption Insurance - how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs at the **Premises** to **Property Insured** used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**

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

- 1 in respect of reduction in **Turnover** the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover**
- 2 in respect of Increase in Cost of Working the additional expenditure reasonably incurred in avoiding or minimising the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of
 - A) the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided plus
 - B) 5% of the **Gross Profit** sum insured or £250,000 whichever is the less.

Outstanding Debit Balances - how We settle claims

If Extension to Cover 7 is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You** **We** will pay **You**

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

Other considerations when settling any claims under this Insurance

Material Damage Requirement

Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property** or

payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

Limit of Liability

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

Alternative trading

If during the **Indemnity Period (Business Interruption Insurance)** 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 shall be taken into account in arriving at the **Turnover** during the **Indemnity Period (Business Interruption Insurance)**.

Savings

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

Underinsurance

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

The Insurable Amount is the **Gross Profit** which would have been earned in the twelve months immediately following the date of the **Damage** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be

proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds twelve months).

Note

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

Professional Accountants' charges

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

Payments on account

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

Automatic reinstatement after a loss

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

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

Duplicate Records

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

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

Loss of Liquor Licence Insurance
THIS INSURANCE ONLY APPLIES WHERE
SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

The loss of **Gross Profit** suffered by **You** if the **Premises Licence** in force is forfeited, suspended or withdrawn due to the operation of the **Licensing Act**, together with any resulting depreciation in value of the **Premises** should **You** be unable to obtain a further **Premises Licence** within 12 months and **You** sell the **Premises**.

What is not covered

- 1 Loss arising from
 - A) partial removal
 - B) suspension or
 - C) any failure by the Licensing Authorities to grant any requested alterations of the **Premises Licence**
 unless such partial removal, suspension or alteration is ancillary to the **Premises Licence** being fully removed or suspended.
- 2 Loss arising from
 - A) actual or proposed compulsory acquisition of any of the **Premises**
 - B) scheme or town or country planning improvement or redevelopment
 whether such loss is direct or indirect.
- 3 Loss arising from alteration after the inception of this Insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the **Premises Licence** unless **We** confirm in writing that the Insurance will apply after such alteration.
- 4 Loss arising from such refusal to renew a **Premises Licence** as entitles **You** to claim compensation under any statute.
- 5 Loss arising from failure
 - A) other than for good cause to keep open the **Premises** during the times stated on the operating schedule of the **Premises Licence**
 - B) to maintain the **Premises** in good sanitary and general repair
 - C) to comply with any direction or requirement of the Licensing Authorities.

- 6 Loss arising from forfeiture of the **Premises Licence** occasioned wholly or in part by any act or omission by **You** or by **Your** failure to take all reasonable action to maintain the **Premises Licence** in force.
- 7 Loss arising from **Your** failure to apply for or follow the correct procedures for applying for a **Premises Licence** under the regulations of the **Licensing Act**.
- 8 **War and Allied Risks**
Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 9 **Sonic Bangs**
 Loss resulting from **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 10 **Radioactive Contamination**
 Loss caused by or happening through or causing **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from
 - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.
- 11 **Terrorism**
 Loss caused by or happening through or in consequence directly or indirectly of
 - A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 and
 - B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

but this shall not apply to **Damage** by fire or explosion.

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

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

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

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

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

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

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

12 Electronic Risk

Loss resulting from

- A) **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**

- iii) unauthorised transmission of **Data** to any third parties
- iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
- v) **Damage** arising out of any operator error in respect of **Data**.

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

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

iv) **Failure of a System**

- v) anything described in A) above but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

Loss of Liquor Licence Insurance - how We settle claims

We will pay **You** in accordance with Cover A and Cover B below if during the **Period of Insurance** the **Premises Licence** is forfeited, suspended or withdrawn due to the operation of the **Licensing Act**.

Cover A

The loss of **Gross Profit** suffered by **You** during the **Indemnity Period** and the amount payable shall be the aggregate of

- 1 **Shortage in Turnover** less **Turnover from Alternative Trading** multiplied by the **Rate of Gross Profit**
- 2 **Additional Expenditure** less **Savings in Costs**

but shall be subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence**

not occurred.

3 Professional Accountants' Charges being the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Cover B

The depreciation in value of the **Premises** solely as a result of **You** selling the **Premises** without a **Premises Licence**, provided that **You** have been unable to obtain a **Premises Licence** within twelve months of the date of the forfeiture, suspension or withdrawal of the **Premises Licence**.

Reducing the chance of loss

What We will do

We shall be entitled to appeal in **Your** name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. **You** shall give all such assistance as **We** may require.

What We expect of You

You shall give written notice to **Us** as soon as reasonably practicable of the forfeiture, suspension or withdrawal of any **Premises Licence** or of any **Event** likely to prejudice the **Premises Licence** coming to **Your** knowledge stating (as far as is practicable) the grounds on which any order was made or the particulars of such **Event**.

As soon as practicable after the forfeiture or withdrawal of a **Premises Licence** **You** shall deliver to **Us** a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a Statutory Declaration of the truth and accuracy of such statement. **You** shall permit **Us** to take proceedings at **Our** expense to recover compensation or secure indemnity from any party in respect of anything covered by this Insurance.

You shall give written notice to **Us** of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn

any **Premises Licence** or which does or might occasion any disqualification. Subject to such notice **You** shall be deemed to have reaffirmed at each Renewal Date the information **You** provided at the inception of cover and contained in the **Statement of Fact**.

You shall use due diligence to

- 1** comply with the terms of the Premises Licence in the provision of accommodation, food, refreshments and entertainment
- 2** comply with the standards required by the fire, planning and food hygiene authorities.

You shall exercise against any **Employee** or agent who is responsible for the day-to-day running of the licensed **Premises** all rights powers and privileges which **You** may be entitled to exercise to protect any **Premises Licence** against loss or to protect **Your** interest in the **Premises**. **You** shall make all such applications as **You** may be entitled to do under the **Licensing Act** to prevent the loss of the **Premises Licence** by non-renewal, forfeiture or withdrawal of the **Premises Licence**.

In the event of the death, bankruptcy or incapacity of any **Employee** or agent responsible for the day-to-day running of the licensed **Premises** or if such person shall abscond or be convicted of any offence **You** shall produce a suitable person to replace them.

No alterations shall be made to the **Premises** without the sanction of the Licensing and other competent authorities nor shall any offer be made to surrender or discontinue any **Premises Licence** without **Our** written consent.

Settlement of a claim under Cover A

If **You** wish to make claim under this Insurance **You** shall

- 1** notify **Us** as soon as reasonably practicable
- 2** take and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
- 3** at **Your** own expense provide **Us** within 30 days after the expiry of the **Indemnity Period** or within such further time as **We** allow full details in writing of the claim

4 at **Your** own expense provide **Us** with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by **Us** for the purpose of verifying the claim. Any such accounting information required may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be prima facie evidence of the information to which the report relates.

Penalty for not complying

If **You** do not comply with what **We** require of **You** in Settlement of a claim under Cover A

- 1 no claim under this Insurance shall be payable and
- 2 any payment on account of the claim already made shall be repaid to **Us** forthwith.

Other considerations when settling any claims under this Insurance

If any difference arises as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

If any claim under this Insurance is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Insurance all benefit hereunder shall be forfeited.

If at the time of the forfeiture or withdrawal of any **Premises Licence** there is any other insurance covering the same loss **We** shall not pay more than its rateable portion of any claim.

We shall in no case be bound to accept notice of the transfer of interest arising hereunder and nothing herein contained shall give any right against **Us** to any person other than **You** except the transferee approved by **Us** which approval shall not be unreasonably withheld.

In connection with any claims against **You** **We** may at any time pay to **You** the **Limit of Indemnity** or any lesser amount for which such claims can be settled and after that **We** shall relinquish the control of such claims and be under no further liability in connection with them except for costs and expenses for which **We** may be responsible in respect of matters prior to the date of such payment.

Current Cost Accounting

For the purpose of the Definitions referred to in this Insurance any adjustment implemented in current cost accounting shall be disregarded.

Money Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE
What is covered

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

1 Negotiable Money

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

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

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

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

iii) in a locked safe or strongroom
Limit of Liability any one loss - as shown in the **Schedule**.

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

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

ii) otherwise
Limit of Liability any one loss - £250.

2 Non-Negotiable Money

Limit of Liability any one loss - £250,000.

3 **Damage** to clothing and personal effects (not exceeding £25 per person in personal money) belonging to **You** or any of **Your** directors, partners or **Employees** following a robbery or attempted robbery whilst engaged in the **Business**

Limit of Liability any one loss - £500 per person.

4 Stamped or impressed National Insurance Cards

Limit of Liability - Unlimited.

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

Limit of Liability - Unlimited.

What is not covered

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

2 **Damage** by theft by any of **Your** directors, partners or **Employees** unless the theft is discovered within seven working days of the occurrence.

3 **Damage** by theft from an unattended vehicle.

4 **Damage** to or corruption of **Data** whether in whole or part.

5 Shortage due to error or omission.

6 **Damage** due to the use of counterfeit Money.

7 **Damage** outside of **Great Britain**, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

8 **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.

10 **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

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

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

Extensions to Cover

This Insurance also covers

Personal Injury (Robbery)

What is covered

We will pay up to a maximum of £25,000 if accidental bodily injury is sustained by any **Insured Person**

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

Benefits

- 1 Death
- 2 **Loss of Eye** or **Loss of Limb**
- 3 Permanent Total Disablement other than by **Loss of Eye** or **Loss of Limb** from gainful employment of any and every kind
- 4 Temporary Total Disablement from usual occupation Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
- 5 **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**
Reimbursement up to the maximum £25,000 payable per week for a maximum of 104 weeks.

What is not covered

Benefit will not be paid for

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

Money Insurance - how We settle claims

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

Sub Post Offices

If **You** are responsible for **Money** belonging to the Post Office

- 1 **We** will not cover **Damage**
 - A) for which the Post Office does not seek reimbursement
 - B) which is in any way brought about by **You** or any member of **Your** household or **Business** staff.
- 2 the most **We** will pay for such **Money** is £2,000 any one loss.

Other considerations when settling claims under this Insurance

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

Requirements which You must comply with to prevent loss or Damage

Security Precautions

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

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

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

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

- 8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.
- 10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification
 - A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

Money in Transit

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

Limit	Escorts
Up to £5,000	1 able bodied person
Between £5,001 and £9,000	2 able bodied persons
Between £9,001 and £15,000	3 able bodied persons

Any amounts in excess of £15,000 must be carried by a Security Company approved by **Us**. The maximum amount **We** will pay is the **Limit of Liability** "In Transit" shown in the **Schedule**. **Failure to comply with any of these requirements may result in Us not paying Your claim.**

Transit Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Vehicles owned or operated by You

What is covered

1 Damage to Goods while being loaded on, carried on, temporarily housed on or unloaded from any vehicle owned or operated by **You** within the **Territorial Limits**.

What is not covered

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

2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.

3 Damage resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.

4 Damage to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the conveying vehicle.

5 Damage to Goods warehoused at a rental or under a contract for storage and distribution.

6 Money and securities.

7 Damage to Goods carried by or despatched by **You** for hire or reward.

8 Damage arising as a result of packing which was inadequate to withstand normal handling during transit.

9 Damage due to insufficient labelling or incorrect addressing.

10 Damage to Goods

- A) in any vehicle which is being used outside the normal course of the **Business** for social domestic or pleasure purposes
- B) in open vehicles caused by atmospheric or climatic conditions unless the **Goods** are protected by vehicle sheets
- C) in open vehicles caused by theft when the vehicle has been left unattended
- D) left in or on any unattended vehicle for the night except where such vehicle is

left closed and locked and either

i) garaged in a building which is securely closed and locked

or

ii) parked in a compound secured by locked gates

E) as a result of theft from any unattended vehicle unless

i) all doors, windows and other openings are left closed, securely locked and properly fastened

or

ii) entry or access to the vehicle has been effected by forcible and violent means.

11 Damage to Goods while at **Exhibitions**.

12 Any amount in excess of the sum insured shown in the **Schedule** for any one claim arising out of any one **Event**.

Extensions to Cover

This section also covers

What is covered

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

We will not cover

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

2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.

3 Damage resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.

4 Damage to glass, china, marble, earthenware, scientific instruments,

furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle.

- 5 **Money** and securities.
 - 6 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
 - 7 **Damage** due to insufficient labelling or incorrect addressing.
 - 8 Any amount in excess of £2,500 for all claims arising out of any one **Event**.
- 2 **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control while carried on any vehicle owned or operated by **You**.
- We** will not cover
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
 - 3 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
 - 4 **Damage** due to insufficient labelling or incorrect addressing.
 - 5 Loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any **Event** or is only revealed when an inventory is made.
 - 6 Any amount in excess of £2,500 for all claims arising out of any one **Event**.
- 3 **Damage** to the personal effects belonging to the driver or attendant while carried by any vehicle owned or operated by **You** in the course of the employment of the driver or attendant with **You**.

We will not cover

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Money** and securities.

- 3 Jewellery, watches, furs, cameras or any portable electronic entertainment equipment belonging to vehicle drivers or attendants.
- 4 Any amount in excess of £250 for all claims arising out of any one **Event** for any one person.

THIS INSURANCE ALSO DOES NOT COVER

1 Wear and Tear

Wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external **Damage** has occurred.

2 Sonic Bangs

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War and Allied Risks

Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority.

4 Radioactive Contamination

Damage to any **Goods** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

5 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

- B) in Northern Ireland
 - i) riot or civil commotion
 - ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

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

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

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

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

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

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

6 Electronic Risk

- A) **Damage to Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data**

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

- B) **Damage to the Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

How We settle claims for Vehicles owned or operated by You

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

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the total sum insured for **Goods** are less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

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

Liabilities Insurance

Section 1 Employers' Liability

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

What is covered

Any Person Entitled to Indemnity is covered

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

What is not covered

1 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel

or

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

where the legal liability is

- i) that of any principal
- ii) accepted under an agreement without which the legal liability would not exist.

2 Road Traffic Legislation

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3 Fines or Penalties

Any legal liability for

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

Extensions to Section 1

THIS INSURANCE ALSO COVERS

What is covered

1 Compensation for Court Attendance

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

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

2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any **Court** situated in **Great Britain**,

Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at Your request, pay the amount of the judgement provided that

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

Employers' Liability - how We settle claims

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

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

The most We will pay

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

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

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

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule**

(less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

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

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

Section 2 Public Liability/Products Liability

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

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
 - D) wrongful arrest or false imprisonment happening during any **Period of Insurance** in connection with the **Business**
- 2 in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of

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

What is not covered

1 Mechanical Vehicles

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

- A) mechanically propelled vehicle other than legal liability arising out of
- i) the use of plant as a tool of trade on site
- ii) the use of plant at **Your Premises**
- iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than

handpropelled or sailing craft in inland or territorial waters).

2 Employers' Liability

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

3 Property in Your Custody or Control

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

- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**.

All pollution and contamination which arises out of one incident shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such incident takes place.

5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its

intended purpose.

- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.
- 6 Professional Risks**
Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.
- 7 Contractual Liability**
Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.
- 8 Disposed Premises**
Any legal liability for the costs of remedying
- A) any defect or alleged defect
B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**
- in premises disposed of by **You**.
- 9 Fines or Penalties**
Any legal liability for
- A) fines or penalties
B) the costs of appeal against any improvement or prohibition notices
C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
D) compensation ordered or awarded by a Court of Criminal Jurisdiction
E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
- 10 Radioactive Contamination**
Any legal liability directly or indirectly caused by, or contributed to by, or arising from
- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of

any nuclear fuel

or

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

11 War and Allied Risks

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

12 Fear of Asbestos

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

13 Asbestos Removal Costs

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

14 Aircraft Products

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

15 Contribution

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

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

**Extensions to Section 2
THIS INSURANCE ALSO COVERS**

What is covered

1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

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

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

3 Contingent Motor Liability

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

- A) **Injury** to others, or
- B) **Damage** to **Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

We will not cover

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

4 Personal Legal Liabilities whilst Overseas

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

We will not cover

- 1 Any legal liability arising out of
 - A) the ownership or occupation of land or buildings
 - B) where cover is provided by any other insurance policy
 - C) all exclusions shown under 'What is not covered'.

5 Data Protection Act 1998

Your legal liability to pay damages and/or costs to others which are the result of

damage or distress as described in Section 13 of the Data Protection Act 1998 Provided that

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

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

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

We will not cover

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

6 Defective Premises Act

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

Public Liability/Products Liability - how We settle claims

How We settle claims for Your legal liabilities to third parties

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

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

The most We will pay

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

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

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

Our right to pay the full limit at any time

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

Parties to the contract of insurance

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

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

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

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

North America Claims

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

Section 3 Legal Defence Costs

What is covered

Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

We will pay

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

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

The proceedings must relate to

- i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

- ii) the health, safety and welfare of a director, partner or **Person Employed**.

What is not covered

1 Fines or Penalties

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

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

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

4 Asbestos

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

Part B

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

We will pay

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

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

The proceedings must relate to

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

- ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**

- B) a breach of Part II of the Consumer Protection Act 1987

- C) a breach of Part II of the Food Safety Act 1987.

What is not covered

1 Fines or Penalties

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

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

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

4 Asbestos

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

Legal Defence Costs - how We settle claims

How We settle claims for Your legal defence costs

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

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

The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is £250,000.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** of £250,000 (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs.

We shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

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

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

Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE Essential Business Legal

Please read this policy carefully to familiarise yourself with the terms and conditions, as well as the

- legal and tax helpline and
- the claim reporting procedures

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Telephone Helplines

24/7 legal advice on business matters within EU law **0344 571 7978**

UK tax advice 9am to 5pm weekdays (except bank holidays) **0344 571 7978**

Crisis communication **0344 571 7964**

Confidential counselling **0333 000 2082**

Make a claim 0117 917 1698

Report a claim between 9am and 5pm weekdays (except bank holidays) or go online

www.arag.co.uk/newclaims

Redundancy approval 9am to 5pm weekdays (except bank holidays) **0117 917 1698**.

Main benefits of Essential Business Legal

Cover empowers you to protect your legal rights in the future. With support from ARAG you and your business could be protected from legal costs arising from:

- employment disputes (including TUPE) & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- employees' extra protection & identity theft
- crisis communication
- contract & debt recovery.

Who is ARAG?

ARAG plc is a legal expenses and assistance insurance provider, operating nationwide from our headquarters in Bristol. ARAG plc is part of ARAG SE recognised as a global leader, generating an annual premium income of over €1.5 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with guidance, advice and security, both now and in the future. We recognize that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.

Helplines (Calls are charged at the national rate).
Legal and tax advice 0344 571 7978

If you have a legal or tax problem relating to your business, we recommend you call our confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business-related legal matters within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Redundancy approval 0117 917 1698

We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This unfunded service is available 9am and 5pm on weekdays (except bank holidays).

Crisis communication 0344 571 7964

Where you need help to respond to negative publicity or media attention. You can access professional public relations support and crisis communication services. You are insured against the cost of crisis communication services under INSURED EVENT 11 when you use this helpline.

Counselling assistance 0333 000 2082

For an employee (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement.

Claims procedure

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at www.arag.co.uk/newclaims
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - confirming the appointment of a qualified representative who will promptly progress the claim for you; or
 - if the claim is not covered, explaining in full why and whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

Essential Business Legal

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Your Policy Cover

Following an INSURED EVENT the **insurer** will pay **legal costs & expenses** (and compensation awards under INSURED EVENT2 EMPLOYMENT COMPENSATION AWARDS) up to the limit of indemnity and aggregate limit specified in **your** policy schedule for all claims related by time or originating cause including the cost of appeals provided that:

1. **you** have paid the insurance premium
2. the **insured** keeps to the terms of this policy and cooperates fully with **us**
3. the INSURED EVENT arises in connection with the business shown in the schedule and occurs within the **territorial limit**
4. the claim
 - always has **reasonable prospects of success**
 - is reported to **us**
 - during the **period of insurance**
 - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
5. unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - to be heard by the **small claims court** or an Employment Tribunal and/or
 - before proceedings have been or need to be issued
6. any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

INSURED EVENTS COVERED

1 EMPLOYMENT

A dispute between **you** and **your employee**, **ex-employee**, or a prospective employee, arising from a breach or an alleged breach of their

- a) contract of service with **you** and/or
- b) related legal rights.

A claim can be made under the policy provided that all internal procedures as set out in the

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

What is not covered under INSURED EVENT 1

Any claim relating to:

1. the pursuit of an action by **you** other than an appeal
2. redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where **you** have had equivalent cover in force up until the start of this policy
3. **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal.

2 EMPLOYMENT COMPENSATION AWARDS

Following a claim **we** have accepted under INSURED EVENT 1 EMPLOYMENT, the **insurer** will pay any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013

awarded against **you** by a tribunal or

- c) an amount agreed by **us** in settlement of a dispute.

Provided that:

- i) **reasonable prospects of success** exist for a wholly successful defence

- throughout and
- ii) compensation is
 - agreed through mediation or conciliation or under a settlement approved by **us** or
 - awarded by a tribunal judgment after full argument unless given by default.

What is not covered under INSURED EVENT 2

Compensation awards and settlements relating to:

1. trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council
2. money due to an **employee** under a contract or a statutory provision relating thereto
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

3 EMPLOYMENT RESTRICTIVE COVENANTS

- a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages. Provided that the restrictive covenant
 - i) is designed to protect **your** legitimate business interests and
 - ii) is evidenced in writing and signed by **your employee** or ex-**employee** and
 - iii) extends no further than is reasonably necessary to protect the business interests and
 - iv) does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

4 TAX PROTECTION

- a) A formally notified aspect or full enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners.
- b) A dispute about **your** compliance with regulations relating to:
 - i) Value Added Tax, or
 - ii) Pay As You Earn, or
 - iii) Social Security, or
 - iv) National Insurance Contributions, or
 - v) the Construction Industry Scheme, or
 - vi) IR35
 following a compliance check by HM Revenue & Customs.
- c) An enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- all returns are completed and have been submitted within the statutory timescales permitted
- **you** keep proper records in accordance with statutory requirements
- in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.

What is not covered under INSURED EVENT 4

Any claim relating to:

1. tax returns which result in HM Revenue & Customs imposing a penalty or claiming interest or which contain negligent misstatements
2. an investigation by the Specialist Investigations Branch of HM Revenue & Customs
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. **your** failure to register for VAT.

5 PROPERTY

A dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes physical damage to **your** material property
- b) following a public or private nuisance or trespass
- c) which **you** wish to recover or repossess from an **employee** or ex-**employee**.
- d) with **your** business tenant that arises from a written lease agreement granted under the Landlord & Tenant Act 1954.

What is not covered under INSURED EVENT 5

Any claim relating to:

1. a contract between **you** and a third party except for a claim under 5 c) and 5 d) above provided that in respect of 5 d) **you** will not be insured for
 - a) negotiating a rent review or any dispute that arises from a disagreement with **your** tenant over the revision of rent and service charges that shall be payable
 - b) renewal of **your** lease agreement or the granting of a new tenancy other than where
 - i) **you** have a reasonable prospect of successfully opposing **your** tenant's right to a new or renewal tenancy under Section 30(1) of the Landlord and Tenant Act; and
 - ii) **you** can demonstrate that **you** have served the correct legal notice to terminate on the tenant in the prescribed form before **your** tenant has served **you** with a request for a new tenancy.
2. goods in transit or goods lent or hired out
3. the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

6 LEGAL DEFENCE

- a) A criminal investigation and/or enquiry by:
 - i) the police
 - ii) a health & safety authority or
 - iii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the **insured** being prosecuted.
- b) An offence or alleged offence which leads to the **insured** being prosecuted in a court of criminal jurisdiction.
- c) A motor prosecution brought against **your** directors and/or partners which does not relate to the business.

What is not covered under INSURED EVENT 6

Any claim relating to a parking offence.

7 COMPLIANCE & REGULATION

- a) Receipt of a Statutory Notice served against **you**.
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **you** for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against **you** provided that **you** are registered with the Information Commissioner.

What is not covered under INSURED EVENT 7

Any claim relating to:

1. the pursuit of an action by **you** other than an appeal
2. a routine inspection by a regulatory authority
3. a Health and Safety Executive Fee For Intervention.

8 STATUTORY LICENCE APPEALS

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.

9 LOSS OF EARNINGS

The **insured's** absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on Jury Service which results in loss of earnings.

What is not covered under INSURED EVENT 9

Any sum which can be recovered from the court or tribunal.

10 EMPLOYEES' EXTRA PROTECTION

At **your** request

- a) where civil proceedings are issued against **your employee**:
 - i) for unlawful discrimination; or
 - ii) in their capacity as a trustee of a pension fund set up for the benefit of **your employees**;
- b) where **your employee** or a member of their family suffers physical bodily injury or death as a result of a sudden event provided that the **employee** is under a contract of service with **you**
- c) a claim arising from personal identity theft targeted at **your** directors and/or partners.

What is not insured under INSURED EVENT 10 a) & b)

Any claim relating to:

- 1. defending **you**
- 2. a condition, illness or disease which develops gradually over time.

11 CRISIS COMMUNICATION

Following an event which causes **your** business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your** business, **we** will

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release and/or
- b) arrange, support and represent an **insured** at a press conference and/ or

- c) prepare communication for **your** customers and/or a telephone or website script

provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

What is not covered under INSURED EVENT 11

Any claim relating to:

- 1. **Legal costs & expenses** in excess of £10,000.
- 2. Matters that should be dealt with through **your** normal complaints procedures.

12 CONTRACT & DEBT RECOVERY

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

What is not covered under INSURED EVENT 12

Any claim relating to:

- 1. an amount which is less than £200
- 2. the letting, leasing or licensing of land or buildings where **you** act as the landlord
- 3. the sale or purchase of land or buildings
- 4. loans, mortgages, endowments, pensions or any other financial product
- 5. computer hardware, software, internet services or systems which
 - a) have been supplied by **you** or
 - b) have been tailored to **your** requirements
- 6. a breach or alleged breach of a professional duty by an **insured**
- 7. the settlement payable under an insurance policy
- 8. a dispute relating to an **employee** or ex-**employee**
- 9. adjudication or arbitration.

WHAT IS NOT COVERED BY THIS POLICY (applicable to the whole of Essential Business Legal Section)

The **insured** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** or compensation awards incurred without **our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the **insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **insured** involving:
 - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to INSURED EVENT 11 CRISIS COMMUNICATION)
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration;
 - c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to INSURED EVENT 1 EMPLOYMENT), or loss or damage to property owned by the **insured**
5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to INSURED EVENT 3 EMPLOYMENT RESTRICTIVE COVENANTS)
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
10.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other

hazardous properties of any explosive nuclear assembly or nuclear component thereof

- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**.
11. the payment of fines, penalties or compensation awarded against the **insured** (except as covered under INSURED EVENT 2 EMPLOYMENT COMPENSATION AWARDS or 7d) or costs awarded against the **insured** by a court of criminal jurisdiction.

POLICY CONDITIONS (applicable to the whole of Essential Business Legal Section)

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens

1. The Insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal**

costs & expenses and, where recovered, pay them to the **insurer**

- d) keep **legal costs & expenses** as low as possible
 - e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.
- 2. Freedom to choose an appointed advisor**
- a) In certain circumstances as set out in 2.b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
 - b) If:
 - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interest the **insured** may choose a qualified **appointed advisor** except where the **insured's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.
 - c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel.
 - d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
 - e) In respect of a claim under INSURED EVENT 12 CONTRACT & DEBT RECOVERY **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

3. Consent

The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or our appointed agent to have sight of their file for auditing and quality and cost control purposes.

4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

5. Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect **your** right under Condition 6 below.

6. Arbitration

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **we** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent claims

If the **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

9. Cancellation

- a) **You** may cancel the policy:
- i) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
 - ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to the **insured**. The **insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
- i) where the party claiming under this policy fails to co-operate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,

- ii) where the **insured** uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers,
- iii) where **we** reasonably suspect fraud.

- c) The **insurer** may also cancel the policy and refund part of the premium for the unexpired period if at any time **you**
- i) enter into a voluntary arrangement or a deed of arrangement
 - ii) become bankrupt, are placed into administration, receivership or liquidation
 - iii) have **your** affairs or property in the care or control of a receiver or administrator.

The **insurer** also reserves the right to withdraw from any claim.

10. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

11. Data Protection Act 1998

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

MEANING OF WORDS & TERMS (applicable to the whole of Essential Business Legal Section)

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% “no-win no-fee”.

Conditional Fee Agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

Employee

A worker who has or alleges they have entered into a contract of service with **you**, provided they have been declared to **us**.

Insured

1. **You, your** directors, partners, managers, officers and employees of **your** business.
2. The estate, heirs, legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
3. A person declared to **us**, who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Insurer

Brit Syndicate 2987 at Lloyd’s (written under unique market reference B0356KA233D12A000 or replacement thereof).

Legal Costs & Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
2. In civil claims, other side’s costs, fees and

disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.

3. Reasonable accountancy fees reasonably incurred under INSURED EVENT 4 TAX by the **appointed advisor** and agreed by **us** in advance.
4. **Your employee’s** basic wages or salary under INSURED EVENT 9 LOSS OF EARNINGS in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under INSURED EVENT 11 CRISIS COMMUNICATION.

Period of Insurance

The period shown in the schedule to which this policy attaches.

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **insured**
 - a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
 - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that

uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

Territorial Limit

For INSURED EVENTS 6 LEGAL DEFENCE, 7 COMPLIANCE & REGULATION and 12 CONTRACT & DEBT RECOVERY the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other INSURED EVENTS the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

You/Your

The business named in the schedule, including any subsidiary and/or associated companies declared to **us**.

Claims Conditions

The following conditions apply except where otherwise detailed under Legal Expenses Insurance.

1 Making a Claim

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

A) tell **Us** as soon as reasonably practicable and no later than

- i) 30 days of **Your** becoming aware of the **Event** or occurrence

or

- ii) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or **Injury** including (to the extent possible) the amount of the claim

B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves

C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**

D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent

E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**

F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter

G) provide **Us** with such books of account

or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim

- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter
- I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any **Insured Person** covered under these Insurances shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim.

2 **Our Control Of Claims**

We will be entitled

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

This **Policy** will be proof of leave and license for such purpose

- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**

- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 **Conditions**

No claim under this **Policy** shall be payable unless the terms of Claims Condition 1 have been complied with.

4 **Fraud**

If a claim is fraudulent in any respect or if fraudulent means are used by **You**, any director, partner, principal or **Employee** of **Yours** or any person acting on **Your** or their behalf to obtain any benefit under this **Policy** or if any **Damage** is deliberately caused by **You** or with **Your** knowledge then all benefit under this **Policy** shall be forfeited.

5 **Other Insurance**

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

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

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

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

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

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

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

Policy Conditions

1 Alteration of Risk

This **Policy** shall be avoided by **Us** if and when

A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

or

B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death

or

C) there are any significant alterations to the **Business**; or
the **Premises**; or
Property within the **Premises**; or
the occupation of the **Premises** by **You** or **Your Employees**; or
any other change in circumstances which increases the risks insured against under this **Policy**

unless such alteration is notified to **Us** and **We** confirm that **We** are happy to accept the change.

2 Cancelling the Policy

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

We may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

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

3 Cancelling the Monthly Premium Instalment Agreement

Your Policy has an insurance period of twelve months and **Your** legal contract with

Us is for this period. **We** may have agreed to **You** paying **Your** premium by monthly instalments.

If **You** miss a monthly premium **We**, or **Your** third party credit provider, will send **You** a notice to **Your** last known address asking **You** to pay the premium **You** have missed.

If **You** do not pay the premium **You** have missed by the date given in the notice, **We** will cancel all cover under **Your Policy**.

If **You** want to cancel the monthly premium instalment agreement, **You** should notify **Your** credit provider and also tell **Your** bank, building society or Girobank to cancel **Your** direct debit arrangement.

4 Consumer Credit Termination

We reserve the right to terminate the **Policy** in the event that there is a default in instalment payments due under any linked loan agreement.

You must return **Your** current Certificate of Employers' Liability Insurance to **Us** if **We** cancel **Your Policy**.

5 Contracts (Rights of Third Parties) Act 1999

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

6 Law Applicable

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

We and **You** have agreed that any legal

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

7 Non-disclosure or Misrepresentation

This insurance **Policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

8 Observance of Terms

It is a condition of **Our** liability that **You** observe the terms of this **Policy** relating to anything to be done or complied with by **You** except in so far as is necessary to comply with the requirements of any legislation enacted in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to **Employees**. Failure to comply may result in a claim not being paid or payment reduced.

9 Our Liability

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

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

10 Reasonable Precautions

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

You must keep all of **Your Buildings**, furnishings, ways, works, machinery and plant and vehicles in good condition and in good repair.

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

You must exercise care in the selection and supervision of **Employees**.

11 Financial or Trade Sanctions

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

If any such prohibition or restriction takes effect during the **Period of Insurance**

We or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the **Policy** is cancelled **We** will give **You** a full refund of premium for any unexpired period of cover.

We will do this only if **You** have not made a claim during the **Period of Insurance**.

Definitions - Words with special meanings

Accident

A sudden unexpected unforeseen and identifiable Incident.

Additional Expenditure

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Shortage in Turnover** which would have occurred but for that expenditure during the **Indemnity Period (Loss of Liquor Insurance)** in consequence of the loss of the **Premises Licence** but not exceeding the amount of the reduction in **Gross Profit** thereby avoided.

Administrator

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

Aircraft Accumulation

All **Insured Persons** travelling in any aircraft or airship.

Aircraft Products

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

Any One Claim

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

Appointed Representative

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

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other noncombustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including

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

Business

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

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

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

Business Premises

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

Commuting

While in the course of daily travel directly between residence (normal or temporary) and place of **Business** (normal or temporary).

Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

If cover is provided in respect of an **Event** under more than one item under the “What is covered” heading within an Insurance or under more than one Insurance section and if a **Contribution** as defined above applies under more than one such item or Insurance then only the **Contribution** which is the highest of those which would have applied separately will be deducted from the total claim payment.

Court

A Court or other competent authority.

Damage

Accidental loss, destruction or damage.

Data

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

Denial of Service Attack (Terrorism Insurance)

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks or network services or network connectivity or information systems.

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

Disablement

In respect of Personal Injury (Robbery) under Money Insurance

- as detailed in Benefits 2 to 4.

In respect of Personal Accident Insurance

- as detailed in Benefits 2 to 6.

Employee(s)

Any individual under a contract of service or

apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Exhibition(s)

Includes demonstration, trade fair or show.

Failure of a System

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

General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents
- patterns, models, moulds, plans and designs
- documents and business books for an amount not exceeding £25,000 in respect of any one loss
- directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person — but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**
- **Glass**, sanitary ware, neon and illuminated signs and electric light fittings.

Glass

- Normal flat annealed glass including lettering on it.

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

Goods

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

Great Britain

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

Gross Profit

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

Note

- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
- 2 Any adjustment implemented in current cost accounting is disregarded.
- 3 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with Your normal accounting methods due provision being made for depreciation.

Ground Heave

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

Hacking (Terrorism Insurance)

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **Your** property or not.

Hospital

Any institution which meets fully every one of the following criteria

- 1 maintains permanent and full time facilities for the care of overnight resident patients

- and
- 2 has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and
 - 3 continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
 - 4 is not other than incidentally an institution which provides full time facilities for
 - A) mentally ill or mentally handicapped persons
 - B) nursing or convalescing
 - C) aged persons of 70 years or more
 - D) drug addicts
 - E) alcoholics.

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Indemnity Period (Business Interruption Insurance)

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

Indemnity Period (Loss of Liquor Licence Insurance)

The period beginning with the loss of the **Premises Licence** and ending not later than twelve months thereafter during which the results of the **Business** shall be affected in consequence of the loss of licence provided that if the **Premises** are disposed of within twelve months after the loss of licence the Indemnity Period shall terminate upon disposal.

Injury (Liabilities Insurance)

In respect of Liabilities Insurance Section 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

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

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

Insured Person (not applicable to Personal Accident Insurance)

You or **Your** directors, partners or **Employees**.

Insured Person (Personal Accident Insurance)

Any person described under Employee Type in the **Schedule** resident in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

Cover applies until the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of 75 years.

Intruder Alarm System(s)

Includes all lines and equipment used to transmit the signals to and from the **Premises**.

Keyholder

Any person or keyholding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

Landslip

Downward movement of sloping ground.

Legal Expenses

1 Fees

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

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

2 Costs

Any costs payable by **You** following

- A) an award of costs by any **Court**

or

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

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

- A) A basic or compensatory award of compensation which **You** must pay as

a result of judgment in a dispute under employment legislation

or

B) an out-of-court settlement of a claim under 3 A) above to which **Our Administrator** has given their prior written consent.

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

A) An award of compensation made against **You** under Section 13 of the Data Protection Act 1998

or

B) an out-of-court settlement of a claim under 4 A) above to which **Our Administrator** has given their prior written consent.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

Licensing Act

The Licensing Act 2003 in England and Wales, the Licensing (Scotland) Act 2005 or the Licensing (Northern Ireland) Order 1996.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

- 1 in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- 2 in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

Loss of Limb

In the case of a leg loss by physical severance at or above the ankle or permanent total loss of

use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Maximum Incident Limit

The maximum amount **We** will pay under this Insurance or any other policy of Personal Accident insurance issued by **Us** in **Your** name in respect of all losses and all **Insured Persons** arising out of the same **Incident**, inclusive of the **Aircraft Accumulation** Limits shown in the **Schedule**.

The duration of any one **Incident** is limited to 72 consecutive hours and no loss which occurs outside this period will be included in that **Incident**.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered **Medical Practitioner** and all hospital, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than

- 1 an **Insured Person**
- 2 a member of the immediate family of an **Insured Person**
- 3 **Your Employee**.

Microchip

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

Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue

stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

North America

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

Nuclear Installation (Terrorism Insurance)

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

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

Nuclear Reactor (Terrorism Insurance)

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

Offshore

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

Operative Time

1 24 hour

At any time.

2 Employment Only

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

or

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

or

C) At any time while travelling on **Your Business**.

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

3 Employment including Commuting

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

or

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

or

C) At any time while travelling on **Your Business**.

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

Outstanding Debit Balances

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

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

and

- 3 any abnormal condition of trade which had or could have had a material effect on the **Business**

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Note

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

Period of Insurance

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

Period of Rent

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

Person Employed

- 1 **Employee**
- 2 labour master and individuals supplied by him
- 3 individual employed by labour only subcontractors
- 4 self-employed individual (not being in partnership with **You**)
- 5 individual hired to or borrowed by **You** while under **Your** direct control and supervision
- 6 individual undertaking study or work experience while under **Your** supervision

Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
 - A) any principal
 - B) any of **Your** directors or partners
 - C) any **Person Employed** against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
 - D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

Policy

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

Premises

The address as shown in the **Schedule**.

Premises Licence

The Premises Licence from time to time in force and granted pursuant to the relevant **Licensing Act** authorising the sale of alcohol by retail.

Private Individual (Terrorism Insurance)

Any person other than

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

The Definition of Private Individual includes two or more persons where insurance is arranged in

their several names and/or **Your** title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property Insured**.

Property

Material property but shall not include **Data**.

Property Insured

- **Buildings**
- **Shop Front**
- **Tenant's Improvements**
- **General Contents**
- **Stock**
- **Other Property**

at the **Premises** including within the open yards forming part of the **Premises** (subject to any specific exclusions).

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

- **Property** which is more specifically insured
- unless specifically notified to and accepted by **Us** as insured
 - 1 land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - 2 livestock, growing crops or trees.

Rate of Gross Profit (Business Interruption Insurance)

The rate which **Gross Profit** would have borne to **Turnover** during the **Indemnity Period (Business Interruption Insurance)** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity Period (Business Interruption Insurance)** where it exceeds twelve months).

Note

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

Rate of Gross Profit (Loss of Liquor Licence Insurance)

The rate which but for the loss of the **Premises Licence Gross Profit** would have borne to **Turnover** during the **Indemnity Period (Loss of Liquor Licence Insurance)** but subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred.

Rent

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

Residential Property (Terrorism Insurance)

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

Savings in Costs

Any sum saved during the **Indemnity Period (Loss of Liquor Licence Insurance)** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the loss of the **Premises Licence**.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Shop Front

The frontage of the **Building** including all fixed **Glass** and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Shortage in Turnover

The amount by which the **Turnover** during the **Indemnity Period (Loss of Liquor Licence Insurance)** shall in consequence of the forfeiture, suspension or withdrawal of the **Premises Licence** fall short of the **Turnover** which but for the loss of licence would have been achieved during the **Indemnity Period (Loss of Liquor Licence Insurance)**.

Specified Equipment

The individual items of **Business** equipment

owned by **You** or for which **You** are legally responsible all as detailed in the **Schedule**.

Standard Legal Expenses

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

Standard Turnover

The **Turnover** which would have been obtained during the **Indemnity Period (Business Interruption Insurance)** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity period (Business Interruption Insurance)** where it exceeds twelve months).

Note

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

Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for.

It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

Stock

Stock and materials in trade, work in progress and finished goods (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale).

Stock in the Cold Chamber

Stock in the Cold Chamber also includes **Stock** which at the time of the **Damage** giving rise to such deterioration or putrefaction would normally be placed in the cold chamber but is elsewhere on the **Premises**.

Subsidence

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

weight of the **Buildings** themselves.

Sum Insured

The value shown against the item in the **Schedule** which **You** consider to represent the cost of reinstating the **Property** with provision for inflation during the **Period of Insurance**.

System

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

Tenant's Improvements

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

Territorial Limits

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

Turnover

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

Turnover From Alternative Trading

The money paid or payable for goods sold and delivered and for services rendered during the **Indemnity Period (Loss of Liquor Licence Insurance)** elsewhere than at the **Premises** either by or on **Your** behalf for the benefit of the **Business**.

Uninsured Variable Costs

- Purchases and related discounts
- Bad debts

unless otherwise shown in the **Schedule**.

Note

The meaning of these Costs will be that usually attached to them in **Your** accounts.

Unspecified Equipment

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

Virus (not applicable to Terrorism Insurance)

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System**

transmitted between **Systems** by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Virus or Similar Mechanism (Terrorism Insurance only)

Any program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

The Definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

Water Table Level

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

We/Us/Our

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

Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which **You** or **Your Employees** who are entrusted with **Money** are in the **Premises**.

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

Complaints Procedure

We aim to provide a first class service to all our policyholders, however occasionally an enquiry or a complaint may arise which will usually be resolved quickly and efficiently to our policyholders' satisfaction.

If **You** have an enquiry or cause to make a complaint regarding **Your Policy** please contact: -
RSA Customer Relations Team
P O Box 255
Wymondham
NR14 8DP

For complaints regarding ARAG Legal please contact: -
ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol,
BS8 1NN

Depending on the nature of **Your** complaint, **You** may need to contact the broker/agent who arranged the Insurance for **You**
In the event **Your** complaint is about City Underwriters, please contact: -
City Underwriters Limited,
24 Lime Street,
London,
EC3M 7HS.

If **You** remain dissatisfied with the way in which **Your** complaint has been handled, **You** may be able to refer the matter to the Financial Ombudsman Service at: -
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
www.financial-ombudsman.org.uk
Telephone:
0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)
Email:complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

How We Use Your Information

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

Who We are

Shops is underwritten by Royal & Sun Alliance Insurance plc.

You are giving **Your** information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement '**We**', '**Us**' and '**Our**' refers to the Group unless otherwise stated.

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

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. If **You** contact **Us** electronically, **We** may collect **Your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

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

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

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

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

We may transfer **Your** information to other countries on the basis that anyone **We** pass it to provides an adequate level of protection.

In such cases the Group will ensure it is kept

securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

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

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

Sensitive Information

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

How to contact Us

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

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

Employers' Liability Tracing Office

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

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

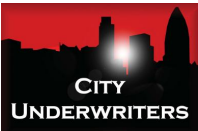
The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers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

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

The Database will be managed by the ELTO.

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

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



Policyfast