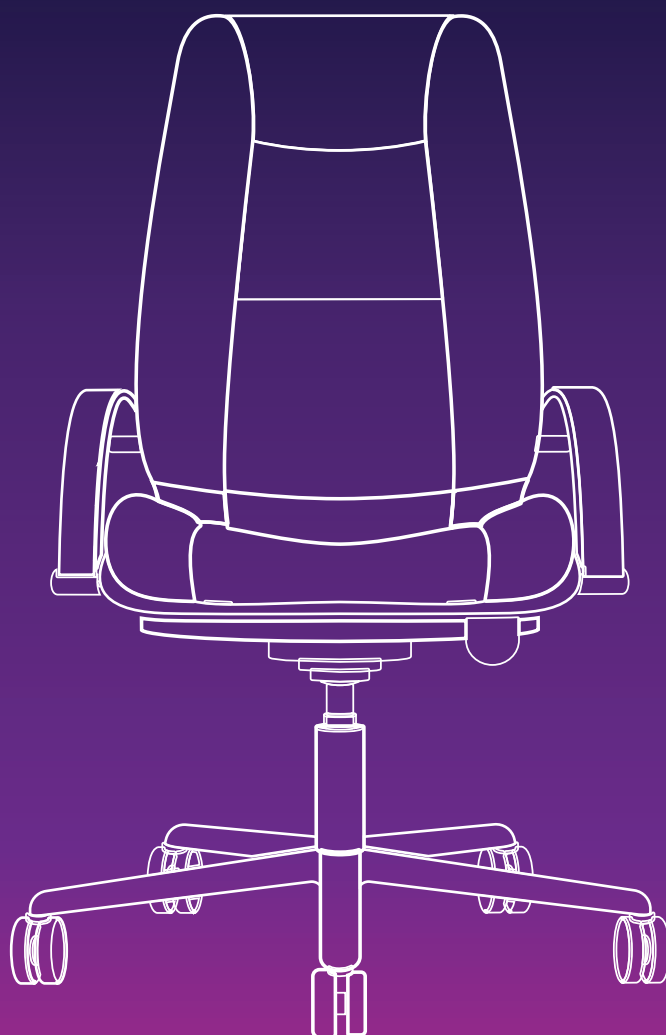


# OFFICE & SURGERY INSURANCE POLICY BOOKLET



COVER THAT SUPPORTS  
YOUR OFFICE OR SURGERY

# Free Business Advice Service

## Available 24 hours each day, 7 days every week, all year round

These free helplines are provided for Your use whilst Your Policy is in force:

### Business Legal Advice Helpline

**0345 878 5024**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- prosecution
- landlord and tenant disputes.
- VAT
- contract disputes

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

### Business Emergency Assistance Helpline

**0345 878 5024**

Assistance in the event of an emergency affecting Your business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system.

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out or repair charges. One telephone call will bring assistance usually within 2 hours.

As the helpline is available 24 hours a day and seven days a week You may call at any time.

Please ensure Your Policy Number is available when telephoning as this will be requested - this appears on Your Schedule.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

### Emergency Glazing & Security Assistance Helpline

**0345 878 5455**

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, throughout the year.

In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by Your Policy, the cost will be settled by Us directly with Our service providers. If, however, the Policy requires payment of the first amount of any claim, or if You are V.A.T. registered, Our service provider will invoice You direct for this amount.

Note: Using any other repairer will not affect Your right to claim.

**This helpline is provided on Our behalf by Glassolutions and calls may be recorded.**

### Stress Counselling Helpline

**0345 878 5029**

A confidential counselling service for any employee (and their family) over the telephone, assisting issues such as:

- Stress
- Depression
- Family
- Relationship
- Bereavement

All calls will be dealt with in the strictest confidence and are not recorded

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in Your area.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are dealt with in the strictest confidence and are not recorded.**

### Health and Medical Assistance Helpline

**0345 878 5031**

Advice and assistance concerning:

- Exercise Information
- Changing doctors
- Giving up smoking
- Inoculations
- Comprehensive doctor, clinic and treatment facility database.
- Sports injuries
- Nutrition assessment
- Complimentary health
- Bespoke fact sheets can be sent out if requested

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited, all calls are recorded.**

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

Page

## What is in this Booklet

3	How to use Your Policy
4	Policy Definitions
6	General Conditions
10	Claims Conditions
12	General Exclusions
	<b>Sections of the Policy</b>
14	Section 1 The Structure
17	Section 2 Contents
21	Section 3 Public and Products Liability
26	Section 4 Employers Liability
28	Section 5 Business Interruption
31	Section 6 Other Contingencies
33	Section 7 Loss of Money
36	Section 8 Personal Accident (Assault)
37	Section 9 Legal Expenses
44	Section 10 Personal Accident
46	Section 11 All Risks on Machinery and/or Apparatus
48	Policy Extensions
52	Optional Extensions
54	Endorsements
56	Important Information

# Office & Surgery Insurance Policy

NIG policies are underwritten by U K Insurance Limited. We shall provide the insurance described in this Policy, which consists of individual Sections (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. The Policy should be read in conjunction with the Schedule, which confirms the Sections You are covered for.

# How to use Your Policy

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your Policy.

## Your Schedule

Your Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover You have.

Please examine Your Schedule to ensure it meets Your requirements.

## Index Linking

The sum insured by each item of Sections 1, 2 and 11 are index linked as a protection against inflation and at each renewal the premium will be revised in accordance with the index adopted by Us.

Index linking will help to ensure that sums insured stay more in line with increasing costs and prices. However, this is dependent on the sums insured at inception being adequate. Please check these to ensure they are adequate and advise Us, through Your insurance advisor or at the office which issued Your Policy if any alteration is required.

## Using the Free Business Advice Service

Details of Our helplines are provided on the inside front cover of this Policy Booklet.

## Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions B - Making a Claim.

You should ask Your insurance adviser for a claim form and let Us have as much information as soon as possible to help Us deal with Your claim promptly and fairly.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this Policy Booklet.

# Policy Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. These have the same meaning wherever they appear in the Policy, and are defined below. Other Definitions have meanings particular to the various Sections, Endorsements and/or Extensions in which they appear, and are defined in the appropriate Sections, Endorsements and/or Extensions.

All Definitions start in the Policy with a capital letter wherever they appear to help You identify them.

## Business

The 'Business' as shown in the Schedule and no other for the purposes of this Policy.

## Business Hours

The period during which the Premises are actually occupied by You and/or Your Employees for the purposes of the Business

## Damage

Loss, destruction or damage.

## Excess

The first amount of each and every claim for which You shall be responsible.

## Index Linking

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals as follows:

- 1 in respect of Buildings, Office Front and Tenants Improvements in accordance with the percentage change in the General Building Cost Information Service
- 2 in respect of all Contents in accordance with the Durable Goods Section of the Retail Prices Index.

At each renewal the Premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal.

## Injury

Bodily injury death, illness, disease, mental anguish, mental injury or nervous shock.

## Period of Insurance

- a The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
  - b any subsequent period;
- for which You shall pay and We shall agree to accept Your premium.

## Premises

The part of the premises at the address or addresses specified in the Schedule which You occupy for the purposes of the Business.

Unless otherwise stated the buildings at the Premises are

- a built of brick stone or concrete
- b roofed with slate, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings and flat roofs)
- c occupied in connection with the Business.

## Property

Material property.

## Proposal

Any signed proposal, declaration or other information supplied to Us by You or on Your behalf.

## Reinstatement Basis

Whenever Claims Settlement is declared to be on a Reinstatement Basis, the basis upon which the amount payable in respect of the Property insured is to be calculated shall be as follows:

- a the rebuilding or replacement of Property lost or destroyed which provided Our liability is not increased may be carried out:
  - i in any manner suitable to Your requirements
  - ii upon another site
- b the repair or restoration of Property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

## Special Conditions

- i Our liability for the repair or restoration of Property damaged in part only shall not exceed the amount which would have been payable had such Property been wholly destroyed
- ii If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Policy Definition exceeds its Sum Insured at the commencement of any Damage, Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time

- iii No payment beyond the amount which would have been payable in the absence of this Policy Definition shall be made:
  - a unless reinstatement commences and proceeds without unreasonable delay
  - b until the cost of reinstatement shall have been actually incurred
  - c if the Property insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
- iv All the terms and conditions of this Policy shall apply:
  - a in respect of any claim payable under the provisions of this Policy Definition except insofar as they are varied hereby
  - b where claims are payable as if this Policy Definition had not been incorporated.

#### **Schedule**

The schedule applicable to the Policy.

#### **Sum Insured**

The sum insured as set out in the Schedule.

#### **Vacant or Disused**

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 consecutive days.

#### **We/Us/Our**

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

#### **You/Your**

'Insured Name' in the Schedule.

# General Conditions

## 1 Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this Policy shall be conditions precedent to Our liability to make any payment under this Policy.

## 2 Fair Presentation of the Risk

**a** You have a duty to make to Us a fair presentation of the risk before:

- i** the inception of this Policy;
- ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
- iii** the renewal of this Policy; and

**b** In the event of a breach of such duty, if the breach is:

- i** deliberate or reckless, We may:
  - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 5 b) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
  - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
- ii** neither deliberate nor reckless and We would not have:
  - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
    - i** shall return any extra premium paid; or
    - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
  - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but shall return any premiums paid; or

**iii** neither deliberate nor reckless and We:

**a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) shall be treated as if it had been entered into on those different terms if We require; and

**b** in respect of an alteration made to this Policy:

**i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;

**ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We shall pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

**c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.



We shall pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

### 3 Reasonable Precautions

You must:

- a** take all reasonable precautions to prevent or minimise Damage accident or Injury
- b** maintain the business premises machinery equipment and furnishings in a good state of repair
- c** exercise care in the selection and supervision of Employees
- d** comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

### 4 Change of Risk or Interest

- a** It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
  - i** Capital Additions - Extension 4 of Section 1: The Structure and Extension 9 of Section 2: Contents -
  - ii** General Condition 2,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy shall cease to be in force if:
  - i** Your interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
 at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

### 5 Cancellation

#### a Your Cancellation Rights

- i** Your Policy may be cancelled by You within 14 days of receipt of Your Policy (this is known as the "cooling off" period). If You elect to cancel within

this period You should return all documents to Your broker, intermediary or agent and We will pay a refund of Premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period Your Policy will be treated by Us as in force and no refund of Premium will be made.

- ii** If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 14 days notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- iii** Where You pay by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

#### b Our Cancellation Rights

- i** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to You in writing at Your last known address.
- ii** You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- iii** Where You pay by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above You shall immediately return to Us any effective Employers Liability Certificate(s) of Insurance

### 6 Instalments

Where the premium under this Policy is payable by instalments it is a condition precedent to Our liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and You shall surrender forthwith to Us any effective Certificate(s) of Insurance.

## 7 Minimum Protections

It is a condition precedent to Our liability, unless otherwise agreed by Us in writing that the following protections be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended:

- 1 on timber final exit doors (excluding sliding doors):
  - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate
  - b if double leaf
    - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case
    - ii on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock
  - c if single or double leaf and also outward opening, hinge bolts fitted top and bottom
- 2 on all other external timber doors, and on internal timber doors giving access to any part of the premises not occupied solely by You or to any adjoining premises (excluding sliding and fire exit doors):
  - a if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or key-operated mortice rack bolts fitted top and bottom
  - b if double leaf
    - i on the first closing leaf flush or barrel bolts, the latter at least 200mm (8") long, or key operated locks or bolts, fitted top and bottom in every case
    - ii on the second closing leaf a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock
  - c if single or double leaf and also outward opening, hinge bolts fitted top and bottom
- 3 on external aluminium or UPVC doors (excluding sliding and fire exit doors): cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf
- 4 on steel final exit doors and all sliding final exit doors: substantial padlocking bar and good quality close shackle padlock
- 5 on all other steel doors and all other sliding doors (excluding sliding patio doors): substantial padlocking bar and good quality close shackle padlock fitted externally, or substantial padlocking bar and good quality open shackle padlock fitted internally

- 6 on sliding patio doors:
 

a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)

or

two key-operated patio door locks fitted internally, one at the top and one at the bottom of each opening section
- 7 on all fire exit doors: panic bar, and hinge bolts fitted top and bottom
- 8 on opening basement and ground floor windows and fanlights, and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes:
 

key-operated window locks with the keys removed when in operation

or

solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry surrounding the window.

## 8 Security

It is a condition precedent to Our liability in respect of any claim resulting from Theft from the Premises or any attempt thereat that whenever the Premises are closed for business or left unattended all locks bolts and other security devices, including any Intruder Alarm System required by Us, are put into full and effective operation.

## 9 Unoccupancy

It is a condition of this Policy that within 20 days of the Premises or any part thereof becoming unoccupied, untenanted or not having been actively used:

- a all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained
- b the Premises are to be adequately secured against unauthorised entry
- c at least weekly inspections are to be made of the Premises by You or a responsible person acting on Your behalf
- d any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.

## 10 Choice of Law

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## 11 Interest Policy Definition

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

## 12 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.

## 13 Automated Teller Machine

It is a condition precedent to Our liability under this Policy in respect of any premises containing an Automated Teller Machine (ATM) that where this is a Merchant Fill machine conditions **a** to **d** below apply or where this is a CIT Fill machine conditions **c** and **d** apply:

- a** the ATM units are emptied at the end of each working day and the money within transferred to a safe approved by Us for the amount of cash involved. Such transfer to be carried out only after the premises have been cleared of all customers then locked to deny further access to the premises and whilst there are at least two able bodied employees present in the premises during the transfer. Alternatively the cash shall be deposited in a Bank Night Safe with the transfer being undertaken in accordance with the accompaniment requirements of the Policy.
- b** outside of business hours the ATM door and its security container within is left open, empty and unlocked.
- c** whenever the ATM is opened the premises are to be cleared of all customers then locked to deny further access to the premises and at least two able bodied employees are to be present in the premises.
- d** notices are prominently displayed within the premises stating that the ATM is protected by a smoke generating and/or banknote degradation system and holds no cash outside of working hours.

## 14 Changes to Your cover

You must tell Us, through Your broker, intermediary or agent, immediately if there are any changes that may affect Your insurance, such as the following:

- i** If You change the address where Your business is located
- ii** If Your sums insured change

We may then reassess Your cover and premium either immediately or at Your next renewal, depending on the information You have provided.

**Note:** the list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Your broker, intermediary or agent.

## 15 No Claim Discount

If You do not make a claim against Your Policy, We will give You a no claim discount and may reduce Your renewal premium. However, if You do make a claim against Your Policy, We will reduce Your no claim discount.

# Claims Conditions

## A Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## B Making a Claim

On the happening of any event which could give rise to a claim under this Policy You shall:

- 1 immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i 7 days of the event in the case of Damage caused by Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons
  - ii 30 days of the expiry of the Indemnity Period in respect of Business Interruption claims
  - iii 30 days of the event in the case of any other claim or such further time as We may allow.
- 2 give immediate notice to the Police in respect of:
  - i Damage by theft or any attempt thereat
  - ii loss of Money by any cause whatsoever
  - iii Damage by malicious persons.
- 3 make no admission of liability or offer promise or payment without Our written consent
- 4 inform Us immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document
- 5 take all reasonable action to minimise or check any interruption of or interference with the Business
- 6 produce to Us such books of account or other business books or documents or such other proofs as may reasonably be required by Us for investigating or verifying the claim
- 7 in respect of Section 8 and Section 10 supply at Your own expense all certificates and information and evidence required by Us and the Person Insured shall as often as required by Us submit to medical examination at Our own expense.

## C Control of Claims

We shall be entitled:

- 1 on the happening of Damage to the property insured to enter take and keep possession of any building where Damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing Our right to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
- 2 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 and You shall give all information and assistance required
- 3 to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us
- 4 to pay to You the maximum sum payable under Section 3 and Section 4 in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and We shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
- 5 in the case of death of the Person Insured by Section 8 and Section 10 to have a post-mortem examination at Our own expense.

## D Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a shall not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and

- c may (despite the references to notice period and the refunding of premiums in General Condition 5 b ) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

## E Other Insurances

If at the time of any Damage, incident or Occurrence (as variously defined in Section 3 and Section 4 of this Policy) which gives rise to a claim there be any other insurance or indemnity effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability shall be limited in respect of any Damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

## F Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the current Statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent of any right of action against Us.

## G Excesses

If We agree to indemnify You under Sections 1, 2 and 6 of this Policy as a result of the happening of a single event and if an Excess applies under any of these Sections then only one Excess being the higher of those which would have applied separately under each Section will be deducted from the total claim payment.

## H Subrogation

Any claimant under this Policy shall at Our request and expense take and permit to be taken all necessary steps for enforcing rights against any other third party in Your name before or after any payment is made by Us.

# General Exclusions

## This Policy does not cover:

### 1 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such Damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Note: As far as concerns Bodily Injury caused to any of Your Employees if such Bodily Injury arises out of and in the course of employment or engagement of such person by You this Exclusion shall apply only in respect of:

- i the liability of any Principal
- ii liability assumed by You under agreement and which would not have attached in the absence of such agreement

### 2 War Government Action and Terrorism

- a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from
  - i War Government Action or Terrorism
  - ii civil commotion in Northern Ireland
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

**Terrorism** shall mean 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 any action suit or other proceedings where We allege that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such Damage loss or expense is covered shall be upon You.

### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and its Public and Products Liability and Employers Liability Sections:

- 1 We will indemnify You under the Employers Liability Section provided that in respect of any one Occurrence or series of Occurrences consequent on one original cause Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
- 2 We will indemnify You under the Public Liability and Products Liability Sub Sections against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed:
  - a under the Public Liability Sub Section in respect of any one Occurrence or series of Occurrences arising out of any one event £2,000,000 or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower
  - b under the Products Liability Sub Section in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower
  - c in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public and Products Liability Indemnity Limit stated in the Schedule whichever is the lower

### 3 Pollution and Contamination

#### (Applicable to Sections 1, 2, 5 and 6)

Damage or Loss of Gross Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property insured caused by:

- a pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any road vehicle or animal
- b any of the Contingencies in a above which itself results from pollution or contamination.

### 4 Date Recognition

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software, whether Your property or not, and whether occurring before, during or after the year 2000:

- a correctly to recognise any date as its true calendar date;
- b to capture save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

In respect of Section 1 - The Structure, Section 2 - Contents, Section 5 - Business Interruption and Section 7 - Loss of Money, this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal.

### 5 Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy.

**Note:** General Exclusion 5 shall not apply to Section 4 - Employers Liability

### 6 Computer Virus and Hacking

- a Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exclusion –

Virus or Similar Mechanism shall mean 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

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

**Note:** General Exclusion 6 shall not apply to Section 3 - Public and Products Liability and Section 4 - Employers Liability.

# Section 1 | The Structure

## Definitions

### Buildings

Buildings at the Premises including landlord's fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, yards, patios, terraces, car parks, car ports, roads, pavements and associated underground pipes, and cables. The Buildings also include all internal and external fixed glass and sanitary ware, blinds and fitments thereon and internal decorations on ceilings, walls and the like for which You are responsible as owner of the Premises.

### Office Front

The whole front, all fixed glass therein, blinds, fitments thereon belonging to You or for which You are responsible as tenant not as owner of the Premises.

### Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (other than Office Front) belonging to You or for which You are responsible as tenant not as owner of the Premises.

## Cover

We will Indemnify You in the event of Damage to the Property described by each Item in the Schedule caused by any of the following Contingencies:

### Contingencies

- 1 **Fire, Lightning, Explosion, Earthquake**
- 2 **Aircraft** or other aerial devices or articles dropped from them
- 3 **Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
  - a occurring in Northern Ireland
  - b to any portion of the Building which is Vacant or Disused
- 4 **Storm or Flood** but excluding Damage:
  - a resulting from frost, subsidence, ground heave or landslip
  - b to gates fences and posts
  - c attributable solely to change in the water table level
- 5 **Escape of Water** from any tank apparatus or pipe but excluding Damage:
  - a to any portion of the Building which is Vacant or Disused
  - b to Buildings caused by frost other than to internal plumbing installations not in any outbuildings
- 6 **Impact** by any vehicle train or animal
- 7 **Theft or attempted Theft** but excluding Damage to any portion of the Building which is Vacant or Disused

- 8 **Breakage or collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:

- a by lopping pruning or felling of trees
- b to gates fences and posts

- 9 **Leakage of fuel** from any fixed oil heating installation but excluding Damage to any portion of the Building which is Vacant or Disused

## Special Conditions

### 1 Index Linking

The Sum Insured by each item of Section 1 of the Schedule is subject to Index Linking.

### 2 Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

### 3 Basis of Claims Settlement

The Basis of Settlement for each and every item under this Section shall be on a Reinstatement Basis.

### 4 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

### 5 Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations, repairs, decorations, plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy.

### 6 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6 and 7.

### 7 Flat Roof Condition

- a Any flat portion of the roof is to be inspected once every two years by a competent roofing contractor and any recommendations implemented
- b We shall not be liable for the first £500 for each and every claim attributable to storm on that part of the building with a flat roof.



## Extensions

### 1 Ground Rent

The insurance by this Section is extended to include up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings sum insured.

### 2 Public Authorities

The insurance by this Section is extended to include the additional cost of reinstatement of the Property sustaining Damage thereby insured and undamaged portions thereof incurred solely to comply with European Community legislation, regulations under Acts of Parliament or local authority bye-laws, provided that:

- a You receive the notice to comply after the Damage occurs
- b the work of reinstatement is completed within twelve months of the date of the Damage, or within such further time as We may in writing allow
- c We shall not be liable for any additional rate, tax duty or other charge which may become payable following compliance with such legislation, regulations or bye-laws.

### 3 Fees

The insurance by this Section is extended to include Architects, Surveyors, Legal and Consulting Engineers Fees necessarily incurred in the reinstatement or repair of the Property insured consequent upon its Damage but not for preparing any claim.

### 4 Capital Additions

The insurance by this Section is extended to include:

- a any newly acquired and/or newly erected Buildings or Buildings in the course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
- b alterations, additions and improvements to Buildings but not in respect of any appreciation in value anywhere in the United Kingdom, the Channel Islands or the Isle of Man provided that:
  - i at any one situation this cover shall not exceed 10% of the Buildings Sum Insured or £50,000 whichever is the lesser
  - ii You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required

- iii following payment of such additional premium the provisions of this Extension are fully reinstated.

### 5 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a removing debris from the site of the Premises and the area immediately adjacent
- b dismantling and/or demolishing
- c shoring up or propping

of the portion or portions of the Property sustaining Damage by any of the Contingencies.

### 6 Damage by Emergency Services

The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance.

### 7 Contracting Purchaser's Interest

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by them or on their behalf) shall be entitled to benefit under this Section without prejudice to Your and Our rights and liabilities until completion.

### 8 Trace and Access

In event of Damage resulting from Contingencies 5 and 9 We will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to Our liability under this Extension not exceeding £10,000 any one claim.

### 9 Clearing of Drains

The insurance by this Section is extended to cover expenses necessarily and reasonably incurred in cleaning, clearing and/or repairing drains, gutters, sewers and the like at the Premises for which You are responsible in consequence of Damage by any of the Contingencies insured.

### 10 Underground Services

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as owner of the Premises.

## Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf.
- 2 Damage to any electrical sign or its installation.
- 3 Damage (other than Damage by fire resulting from explosion) occasioned by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control nor Damage to vessels machinery or apparatus or their contents resulting from the explosion thereof unless more specifically insured under the Policy Extensions.
- 4 A hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

# Section 2 | Contents

## Definitions

### Office Contents

Office Contents belonging to You or for which You are responsible consisting of Contents, Computer Equipment, Stock, Goods in Trust and Documents.

### Contents

All Other Contents (other than Stock, Goods in Trust, Computer Equipment and Documents) belonging to You or for which You are responsible including:

- a** wines, spirits, beers, ales, tobacco, cigars and cigarettes kept for entertainment purposes up to a limit of £500
- b** curios, rare books, stamp collections, pictures and other works of art, up to the limit stated in the Schedule and £500 any one item unless the Schedule states otherwise
- c** clothing, personal effects and pedal cycles belonging to You, Your partners, directors, Employees, customers or visitors for which You are responsible up to a limit of £500 any one person
- d** the cost of materials and clerical labour incurred in reproducing Documents (but not the cost of producing information to be recorded)
- e** the cost of materials, clerical labour and computer time incurred in reproducing computer system records (but not the cost of producing information to be recorded) up to a limit of £5,000 unless the Schedule states otherwise

but excluding:

- i** bills of exchange, promissory notes, money deeds bonds securities or documents of any description, cheques, stamps, credit cards, debit cards or travel tickets
- ii** jewellery, precious stones, precious metals, bullion, furs unless the Schedule states otherwise
- iii** stock of any description
- iv** any other property separately described in the Schedule or which is more specifically insured.

### Computer Equipment

Computers, software and ancillary equipment belonging to You or for which You are responsible being used in connection with or for the purposes of the Business.

### Stock

- a** trade samples
- b** stock used for demonstration purposes only
- c** flyers, posters and the like used for promotional purposes

### Goods in Trust

Goods held in trust for which You are responsible.

## Documents

Documents, stationery, manuscripts, patterns, models, plans, designs, films, transparencies and business books belonging to You or for which You are responsible.

## Cover

We will Indemnify You in the event of Damage to the items described in the Schedule whilst at the Premises caused by any of the following Contingencies:

### Contingencies

- 1 Fire, Lightning, Explosion, Earthquake**
- 2 Aircraft** or other aerial devices or articles dropped from them
- 3 Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons** excluding Damage:
  - a** occurring in Northern Ireland
  - b** to Property in any portion of the Premises which is Vacant or Disused
- 4 Storm or Flood** but excluding Damage:
  - a** resulting from frost, subsidence, ground heave or landslip
  - b** to moveable property in the open
  - c** attributable solely to change in the water table level
  - d** to Stock stored in any basement unless raised at least 6 inches (150mm) above floor level
- 5 Escape of Water** from any tank apparatus or pipe excluding Damage:
  - a** to Property in any portion of the Premises which is Vacant or Disused
  - b** to Stock stored in any basement unless raised at least 6 inches (150mm) above floor level
- 6 Impact** by any vehicle, train or animal
- 7 Theft** or any attempt thereat but excluding:
  - a** theft from any garden, yard or open space and any outbuilding detached from the main building
  - b** Damage to Property in any portion of the Premises which is Vacant or Disused
  - c** Theft following dishonest or fraudulent action by Your employees or any person lawfully on the Premises
- 8 Breakage or collapse** of television or radio aerials, aerial fittings, masts, satellite dishes or falling trees but excluding Damage:
  - a** by lopping pruning or felling of trees
  - b** to property in the open

- 9 Leakage of fuel** from any fixed oil heating installation but excluding Damage:
- a** to Property in any portion of the Premises which is Vacant or Disused
  - b** to Stock stored in any basement unless raised at least 6 inches (150mm) above floor level
- 10 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage:
- a** occasioned by leakage of beverages from bottled stock
  - b** to Property in any portion of the Premises which is Vacant or Disused
  - c** to Stock stored in any basement unless raised at least 6 inches (150mm) above floor level

## Special Conditions

### 1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

### 2 Limit of Liability

The maximum amount payable in respect of any Item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking.

### 3 Basis of Claims Settlement

#### a Stock and Goods in Trust

We will pay You for the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly.

#### b Office Contents other than Stock and Goods in Trust

The Basis of Settlement for each and every Item other than Stock and Goods in Trust under this Section shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

### 4 Automatic Reinstatement of Loss

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that:

- a** You undertake to pay the appropriate additional premium

- b** You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require.

### 5 Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations, repairs, decorations, plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy.

### 6 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Contingencies 3, 4, 5, 6 and 7.

### 7 Flat Roof Condition

- a** Any flat portion of the roof is to be inspected once every two years by a competent roofing contractor and any recommendations implemented
- b** We shall not be liable for the first £500 for each and every claim attributable to storm arising from that part of the building with a flat roof.

## Extensions

### 1 Underground Services

The insurance by this Section is extended to include accidental Damage to underground service pipes and cables at the Premises for which You are responsible as tenant but not as owner.

### 2 Theft Damage to Buildings

The insurance provided by Contingency 7 of this Section extends to include Damage to Buildings caused by Theft or any attempt thereat at the Premises.

### 3 Damage by Emergency Services

The insurance by this Section is extended to include the cost of restoring any Damage caused to gardens for which you are responsible by the Emergency Services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £1,000 in any Period of Insurance.

#### 4 Property Temporarily Removed

The insurance by this Section is extended to include Contents and Computer Equipment whilst temporarily removed for cleaning, renovation, demonstration or other similar purposes anywhere in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding

- a any amount exceeding 20% of the relevant item Sum Insured stated in the Schedule
- b Damage caused by theft or attempted theft from an unattended vehicle between the hours of 6 a.m. and 9 p.m. unless:
  - i all doors, windows and other openings are left closed, securely locked and properly fastened
  - ii the property is hidden from view as far as is reasonably practical
  - iii entry or access to the vehicle has been gained by forcible and violent means
- c Damage caused by theft or attempted theft between the hours of 9 p.m. and 6 a.m. unless the Property is in Your personal custody or that of any of Your partners, directors or employees, or in a securely locked or occupied building
- d property otherwise insured.

#### 5 Replacement Locks

The insurance by this Section is extended to include the cost of changing the locks on doors, windows, safes and strongrooms at the Premises up to a limit of £1,000 following loss of keys:

- a by Theft from Your Premises or Your home or that of Your authorised employee
  - b by robbery whilst such keys are in Your personal custody or that of Your authorised employee
- excluding the first £25 of each and every claim.

#### 6 Removal of Debris

The insurance by this Section is extended to include costs and expenses necessarily incurred by You with Our consent in:

- a removing debris from the site of the Premises and the area immediately adjacent
  - b dismantling and/or demolishing
  - c shoring up or propping
- of the portion or portions of the Property sustaining Damage by any of the Contingencies.

#### 7 Loss of Oil and Metered Water

The insurance by this Section is extended to include the loss of oil or metered water contained in a fixed installation at the Premises following Damage up to a limit of £5,000 in any one Period of Insurance.

#### 8 Exhibitions

The insurance by this Section is extended to include Damage by any of the Contingencies to the Property Insured whilst at any indoor exhibition including whilst being erected or dismantled at any indoor exhibition within the United Kingdom, the Channel Islands and the Isle of Man but excluding:

- a Theft unless involving forcible and violent entry to or exit from the exhibition premises
- b any amount exceeding £5,000 during any one Period of Insurance unless the Schedule states otherwise.

#### 9 Capital Additions

The insurance by this Section is extended to include:

- a any newly acquired Contents insofar as the same are not otherwise insured
- b alterations, additions and improvements to Buildings but not in respect of any appreciation in value

anywhere in the United Kingdom, the Channel Islands or the Isle of Man provided that:

- i at any one situation this cover shall not exceed 10% of the Contents Sum Insured or £50,000 whichever is the lesser
- ii You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required
- iii following payment of such additional premium the provisions of this Extension are fully reinstated.

#### 10 Rent Payable (only operative if a Sum Insured is shown next to the Rent Payable item on Your Schedule)

We will pay for the amount of the Rent which You become liable to pay for the period starting on the date of Damage and ending no later than 12 months after the date of the Damage if the Premises remain unsuitable for you to occupy following Damage during the Period of Insurance.

## Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf
- 2 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity unless more specifically insured under the Policy Extensions
- 3 any disappearance or shortage revealed only at the time of a stocktaking or a stock check or the making of an inventory or not traceable to a specific event
- 4 erasure or distortion of information on computer records or other records unless more specifically insured under the Policy Extensions
- 5 a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- 6 loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement
- 7 Damage (other than Damage by fire resulting from explosion) occasioned by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control nor Damage to vessels machinery or apparatus or their contents resulting from the explosion thereof unless more specifically insured under the Policy Extensions.

# Section 3 | Public and Products Liability

## Definitions

### Employee

Any person while working for You in connection with the Business who is

- a** under a contract of service or apprenticeship with You
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- c** a labour master or person supplied by him
- d** a person engaged by a labour only sub-contractor
- e** a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- f** a driver or operator of hired-in plant
- g** a trainee or person undergoing work experience
- h** a voluntary helper.

### Territorial Limits

- a** Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b** elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in **a** above,

in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

### Products Supplied

Any goods (including their containers packaging labelling and instructions for use) sold, supplied, hired out, repaired, renovated, serviced, altered, installed or treated by You in connection with the Business and no longer in Your charge or control.

## Interpretations

### Bodily Injury

Death, disease, illness, mental injury, mental anguish or nervous shock

### Business

The Business as shown in the Schedule shall include:

- a** the ownership, repair, maintenance and decoration of Your Premises
- b** private work undertaken by any of Your Employees for You or with Your consent for any director partner or other Employee of Yours

- c** the provision and management of canteen sports social and welfare organisations and first aid, medical and ambulance services for the benefit of Your Employees
- d** fire and security services maintained solely for the protection of Your Premises
- e** the participation in exhibitions within the United Kingdom in connection with the Business

## Cover

We will, subject to the Indemnity Limits stated in Sub Sections 1 and 2 indemnify You against:

- 1 a** all sums which You shall become legally liable to pay as damages (including interest thereon) and
  - b** claimants' costs and expenses
 in respect of the Occurrences stated in Sub Sections 1 and 2
- 2** all costs and expenses incurred by You with Our written consent in defending any claim
- 3** the solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement Sub Section 1 will only apply if We retain sole conduct and control of any claim.

Sub Section 2 will not apply to liability assumed by You under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

## Sub Section 1 – Public Liability

### Occurrences

- a** accidental Bodily Injury to any person
- b** accidental Damage to Property
- c** obstruction trespass nuisance or interference with any easement of air, light, water or way
- d** wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Indemnity Limit

Our liability under this Contingency for all damages (including interest thereon) payable in respect of any one Occurrence or series of Occurrences arising out of any one event shall not exceed the Indemnity Limit stated in Section 3 of the Schedule.

### Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Damage to Property.

### Exclusions

We shall not be liable under this Sub Section in respect of:

- 1** the cost of replacing or making good faulty defective or incorrect workmanship or materials goods or other property supplied, installed or erected by You or on Your behalf
- 2** liability for Bodily Injury or Damage arising from:
  - a** design, formula, advice or specification provided by You or on Your behalf
  - b** breach of professional duty or malpractice of any nature by You or on Your behalf
  - c** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf
  - d** any treatment used, practised or performed by You or on Your behalf other than when performing first aid
  - e** any surgical operation or medical procedure by You or on Your behalf
- 3** liability for Bodily Injury caused to Your Employees arising out of and in the course of their employment or engagement by You in the Business
- 4** liability for Damage to Property belonging to You or in Your charge or under Your control but this Exclusion shall not apply to directors', partners', Employees' or visitors' Property or any premises (including Contents) which are temporarily occupied by You for the purpose of work in connection with the Business (not being Buildings which are owned by or leased, rented or hired to You)
- 5** Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
  - a** any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy)
  - b** any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft

for the purposes of this Exclusion the expressions "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Acts 1988
- 6** Liability arising out of Products Supplied other than:
  - a** food or drink sold or supplied for consumption by Your directors, partners, Employees or visitors
  - b** the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
- 7** liquidated damages, fines or penalties
- 8** punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 9** all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
  - a** all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - b** Our liability for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in Section 3 of the Schedule
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
- 10** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories



- 11** liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
- 12** liability arising out of:
- a** failure or partial failure of computer programmes written, devised, designed or adapted by You or on Your behalf to fulfil the purpose for which they were intended
  - b** Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein
  - c** loss of data or provision of incorrect data or failure to supply data.
- 13** liability arising out of
- a** libel slander or infringement of plans copyright patent trade name trade mark or registered design
  - b** incorrect information or errors or omissions in published materials
- d** any treatment used, practised or performed by You or on Your behalf other than when performing first aid
  - e** any surgical operation or medical procedure by You or on Your behalf
- 3** Liability for Bodily Injury caused to an Employee arising out of and in the course of such persons' employment or engagement by You in the Business
- 4** Liability caused by or arising from Property in Your charge or control
- 5** Products Supplied which to Your knowledge are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket, missile or satellite
- 6** Liquidated damages, fines or penalties
- 7** Punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 8** all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
- a** All Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place.
  - b** Our liability for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit shown in Section 3 of the Schedule.
  - c** For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean:
    - i** all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
    - ii** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination
- 9** Products Supplied which to Your knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by Us.
- 10** liability arising out of:
- a** failure or partial failure of computer programmes written, devised, designed or adapted by You or on Your behalf to fulfil the purpose for which they were intended
  - b** Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein
  - c** loss of data or provision of incorrect data or failure to supply data.

## Sub Section 2 – Products Liability

### Occurrences

- 1** accidental Bodily Injury to any person
- 2** accidental Damage to Property

occurring anywhere within the Territorial Limits during the Period of Insurance and caused by any Products Supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Indemnity Limit

Our liability under this Sub Section for all damages (including interest thereon) payable in respect of all Occurrences during any one Period of Insurance shall not exceed the Indemnity Limit stated in Section 3 of the Schedule.

### Exclusions

We shall not be liable under this Sub Section in respect of:

- 1** Damage to or the cost of repair, alteration, replacement, removal or recall of any Products Supplied which give rise to a claim or any refund for such products supplied
- 2** liability for Bodily Injury or Damage arising from:
  - a** design, formula, advice or specification provided by You or on Your behalf
  - b** breach of professional duty or malpractice of any nature by You or on Your behalf
  - c** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf

**11 liability arising out of:**

- a** libel slander or infringement of plans copyright patent trade name trade mark or registered design
- b** incorrect information or errors or omissions in published materials.

**General Extensions****Extensions applicable to Sub Sections 1 and 2****1 Compensation for Court Attendance**

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

- a** £250 for You or any of Your directors or partners
- b** £150 for any Employee.

**2 Health and Safety at Work, etc. Act 1974**

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

Provided that this indemnity shall not apply to the payment of fines or penalties.

**3 Additional Persons Insured**

The Definition of You/Your shall include:

- a** Your personal representatives in the event of Your death but only in respect of liability incurred by You;
- b** if You so request any of Your directors, partners or Employees while acting in connection with the Business provided You would have been entitled to Indemnity under this Section if the claim had been made against You;
- c** if You so request any officer or member of Your canteen sports social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such but this shall not include medical or dental practitioners in relation to medical services provided

Provided that each party shall observe, fulfil and be subject to the terms, conditions, exclusions and limitations of this Section insofar as they can apply.

**4 Cross Liabilities**

Where You comprise more than one party We will treat each party as You as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

**5 Data Protection Act 1998**

We will indemnify You and at Your request any of Your directors or partners or any Employee against the sums which You or any of Your directors or partners or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are:

- a** a registered user in accordance with the terms of the Act
- b** not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i** any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- ii** any Damage or distress caused by any act of fraud or dishonesty
- iii** the costs and expenses of rectifying rewriting or erasing data
- iv** liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v** the payment of fines or penalties.

**Extensions applicable to Sub Section 1 only****6 Defective Premises Act 1972**

We will indemnify You under Sub Section 1 of this Policy in respect of liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land disposed of by You

Provided that this Extension shall not apply to:

- a** the cost of rectifying any damage or defect in the premises or land disposed of
- b** liability for which You are entitled to indemnity under any other policy.

## 7 Leased or Rented Premises

Exclusion 4 of Sub Section 1 shall not apply to liability for accidental Damage to any premises (including their fixtures and fittings) leased rented or hired to You

Provided that We shall not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

## 8 Member to Member Liability

Sub Section 1 is extended to indemnify any member of Your sports or social organisations in respect of liability for accidental Bodily Injury or Damage to Property sustained by fellow members of such organisations while engaged in the activities of such organisations.

## 9 Motor Contingent Liability

Despite Exclusion 5 of Sub Section 1 We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You and being used in the course of the Business anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Provided that this indemnity shall not apply:

- a in respect of Damage to the vehicle
- b whilst the vehicle is being driven
  - i by You
  - ii with Your general consent or Your representative by any person who to Your knowledge or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - iii to liability which is insured or would but for the existence of Sub Section 1 be insured under any other insurance.

## 10 Overseas Personal Liability

Sub Section 1 is extended to indemnify You and at Your request any of Your directors or partners or any Employee or any family member accompanying them while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity

Provided that this indemnity shall not apply:

- a to liability arising out of the ownership or tenure of any land or building
- b where indemnity is provided by any other insurance.

## 11 Work Overseas

The indemnity provided under Sub Section 1 shall extend to apply:

- a within any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged on Your Business
- b elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business.

## 12 Indemnity to Principals

We will at Your request indemnify any principal to the extent required by the contract between You and the principal in respect of liability arising from the performance of work by You for such principal

Provided that:

- a We shall retain sole conduct and control of any claim
- b the principal shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section insofar as they can apply.

## Extension applicable to Sub Section 2 only

### 13 Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors, partners or Employees against legal costs and expenses incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- a Part 2 of the Consumer Protection Act 1987, or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

- i the payment of fines or penalties
- ii proceedings or appeals in respect of any deliberate act or omission by You
- iii costs or expenses insured by any other policy.

# Section 4 | Employers Liability

## Definitions

### Employee

Any person while working for You in connection with the Business who is

- a** under a contract of service or apprenticeship with You
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
- c** a labour master or person supplied by him
- d** a person engaged by a labour only sub-contractor
- e** a self-employed person performing work under a similar degree of control and direction by You as a person under a contract of service or apprenticeship with You
- f** a driver or operator of hired-in plant
- g** a trainee or person undergoing work experience
- h** a voluntary helper.

### Territorial Limits

- a** Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b** elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in **a** above,

in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

## Interpretations

### Bodily Injury

Death, disease, illness, mental injury, mental anguish or nervous shock

### Business

The Business as shown in the Schedule shall include:

- a** the ownership, repair, maintenance and decoration of Your Premises
- b** private work undertaken by any of Your Employees for You or with Your consent for any director partner or other Employee of Yours
- c** the provision and management of canteen sports social and welfare organisations and first aid, medical and ambulance services for the benefit of Your Employees
- d** fire and security services maintained solely for the protection of Your Premises
- e** the participation in exhibitions within the United Kingdom in connection with the Business

## Cover

We will, subject to the Indemnify Limit stated in this Section indemnify You against:

- 1 a** all sums which You shall become legally liable to pay as damages (including interest thereon) and
  - b** claimants' costs and expenses
 in respect of the Occurrence stated in this Section
- 2** all costs and expenses incurred by You with Our written consent in defending any claim
- 3** the solicitor's fee incurred with Our written consent for representing at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

## Occurrence

Bodily Injury caused to any of Your Employees occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by You in their Business.

## Indemnity Limit

Our liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in Section 4 of the Schedule.

## Extensions

### 1 Compensation for Court Attendance

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

- a** £250 for You or any of Your directors or partners
- b** £150 for any Employee.

## 2 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or partners or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. We will also pay the prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given

Provided that this indemnity shall not apply to the payment of fines or penalties.

## 3 Additional Persons Insured

The Definition of You/Your is extended to include:

- a Your personal representatives in the event of Your death but only in respect of liability incurred by You;
- b if You so request any of Your directors, partners or Employees while acting in connection with the Business provided You would have been entitled to Indemnity under this Section if the claim had been made against You;
- c if You so request any officer or member of Your canteen sports social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such but this shall not include medical or dental practitioners in relation to medical services provided

Provided that each party shall observe, fulfil and be subject to the terms, conditions, exclusions and limitations of this Section insofar as they can apply.

## 4 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

- a there is no appeal outstanding

- b if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to Us.

## 5 Indemnity to Principals

We will at Your request indemnify any principal to the extent required by the contract between You and the principal in respect of liability arising from the performance of work by You for such principal

Provided that:

- a We shall retain sole conduct and control of any claim
- b the principal shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section insofar as they can apply.

## Exclusions

We shall not be liable under this Section in respect of Bodily Injury:

- 1 caused to an Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purposes of this Exclusion the expressions "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Acts 1988
- 2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Special Conditions

### 1 Contractual Liability

Insofar as concerns liability assumed by You under agreement which would not have attached in the absence of such agreement this Section will only apply if We retain sole conduct and control of any claim.

### 2 Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

# Section 5 | Business Interruption

## Definitions

### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage.

### Gross Income

The money paid or payable to You for goods sold (less the cost of purchases) and services rendered in the course of the Business either at the Premises or elsewhere.

### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with Our consent.

### Outstanding Debit Balances

The money owed to You by Your customers at the date of the Damage taking into account:

- a bad debts
- b debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
- c abnormal trading conditions affecting the Business
- d Your last record of amounts owed by customers.

## Cover

### Loss of Gross Income

If property used by You at the Premises or elsewhere as specified sustains Damage for which liability has been admitted under Sections 1, 2 or 6 causing an interruption of the Business which results in loss of Gross Income We will indemnify You for:

- a the amount by which the Gross Income during the Indemnity Period, as a result of Damage, falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred
- b Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of the Damage, not exceeding the sum of:
  - i the amount of Gross Income thereby avoided, and
  - ii 5% of the Gross Income Sum Insured stated in the Schedule

less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage.

- c auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

## Extensions

Cover provided by this Section is extended to include loss of Gross Income following interruption of the business as a result of:

### 1 Prevention of Access

Damage to property in the vicinity of the Premises caused by any of the Contingencies insured under Section 2 which prevents or hinders use of or access to the Premises.

### 2 Public Utilities

a accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:

- i Your wilful act or neglect
- ii a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- iii a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment
- iv any industrial action or drought
- v any failure of supply lasting for less than thirty minutes

b Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

### 3 Suppliers

Damage by any of the Contingencies insured under Section 2 to Property at the premises of any of Your suppliers (other than suppliers of electricity, gas, water, or telecommunication service) within the United Kingdom, Channel Islands or Isle of Man up to a limit of 10% of the Sum Insured.

### 4 Closure

closure of any part of the Premises by a competent Authority due to defective drains or other sanitary arrangements, vermin or pests.

## 5 Disease

- a** murder or suicide occurring at the Premises
- b** the occurrence of the following diseases:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at the Premises
- c** poisoning directly caused by the consumption of food or drink provided at the Premises.

Provided the use of the Premises is restricted on the order or advice of a competent authority

The maximum amount payable under each of **a** to **c** above is £25,000 during each Period of Insurance.

## 6 Public Emergency

The actions or advice of a competent Public Authority due to an emergency likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises excluding:

- a** any loss during the first four hours
- b** any period other than the actual period when access to the Premises was prevented
- c** labour disputes or infectious or contagious diseases
- d** any loss occurring in Northern Ireland.

## 7 Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them sustain Damage from any of the Contingencies insured under Section 2 of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a** the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
- b** the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage

- c** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

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

This Book Debts Extension does not cover loss as a result of:

- a** erasure or distortion of information on computer systems or other records
- b** deliberate falsification of business records
- c** mislaying or misfiling of tapes and records
- d** the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- e** wear and tear and gradual deterioration, vermin, rust, damp or mildew
- f** dishonest or fraudulent acts by any of Your employees.

### Special Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy:

- a** in a locked, fire-resistant safe or cabinet at the Premises, or
- b** away from the Premises

## 8 National Lottery

An interruption of or interference with the Business at the Premises in consequence of an Employee or Employees terminating their employment with You as a direct result of a confirmed win on the National Lottery in the United Kingdom.

Provided that after the application of all the terms conditions and provisions of the Policy the Indemnity Period under this Extension shall not exceed three months from the date of the confirmed win on the National Lottery.

For the purpose of this Extension Employee shall mean:

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

## 9 Documents Temporarily Removed

Damage to any Documents as defined in Section 2 of this Policy and computer system records belonging to You or for which You are responsible whilst temporarily removed from the Premises or in transit, all in the United Kingdom.

## Special Conditions

### 1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item.

### 2 Automatic Reinstatement of Sum Insured

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

### 3 Accounting Adjustments

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded.

### 4 Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

### 5 First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Gross Income of the Business for the first financial year would have been had the Damage not occurred.



# Section 6 | Other Contingencies

## Sub Section 1 - Glass

### Definitions

#### Glass

All internal and external fixed glass (including shelves showcases and mirrors).

#### Sanitary Ware

Fixed items of sanitary ware contained in Your Premises.

### Cover

In the event of breakage of Glass or Sanitary Ware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass We will in addition pay for any boarding up costs reasonably incurred.

### Extensions

We will also indemnify You in respect of:

- 1 Damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4 accidental damage to goods incidental to the Business caused by breakage of Glass in display windows

Provided that Our liability under any or all of these Extensions shall not exceed the Sum Insured shown in the Schedule for any one incident.

### Exclusions

This Sub Section does not cover breakage or Damage:

- 1 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
- 2 occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises
- 3 caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 2 of this Policy

4 of any item flawed or broken at the commencement of this insurance

5 in any portion of the Building which is Vacant or Disused.

### Special Condition

#### 1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

## Sub Section 2 – All Risks on Fixed Signs

### Cover

We will by payment or at Our option reinstate repair or indemnify You against Damage to any sign or name plates (including as applicable the whole installation with transformers) belonging to You or for which You are responsible situate fixed on the exterior of or outside and in the immediate vicinity of the Premises up to the Sum Insured stated in the schedule

### Exclusions

We will not be liable under this Sub Section in respect of Damage:

- 1 occasioned by or happening through wear and tear the action of light or atmosphere moths vermin or insects
- 2 occasioned by or happening through any process of cleaning dyeing restoring adjusting or repairing
- 3 occasioned by or happening through corrosion dampness dryness wet or dry rot marring scratching bruising or deterioration
- 4 occasioned by or happening during erection fitting installation or removal
- 5 to any part arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
- 6 Damage to fluorescent tubes unless the glass is fractured.

### Special Condition

#### 1 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

## Sub Section 3 - Goods in Transit

### Cover

We will Indemnify You in the event of Damage to the Office Contents as defined in Section 2 whilst in transit by vehicles owned, hired or leased by You (including loading and unloading and temporary housing in course of transit) anywhere within the United Kingdom the Channel Islands the Isle of Man and the Republic of Ireland including sea transits between any of these territories.

### Exclusions

We will not be liable under this Sub Section in respect of:

- 1 theft from any unattended vehicle unless:
  - a all keys are removed from the vehicle and the vehicle is securely locked at all points of access and any additional locking devices, immobilisers or alarms be in operation where fitted
  - b between the hours of 9.00 p.m. and 6.00 a.m. the vehicle is kept within a securely locked building or compound.
- 2 the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- 3 Damage due to natural deterioration
- 4 loss of market, Damage due to delay, indirect loss of any kind or any other loss as a direct consequence of Damage
- 5 Damage to bills of exchange promissory notes money securities for money stamps precious stones jewellery bullion or loss or death of or injury to living creatures
- 6 spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the Property insured.

### Special Conditions

#### 1 Limit of Liability

The maximum amount payable in respect of any Item insured under this Sub Section is the Sum Insured stated in the Schedule.

#### 2 Basis of Claims Settlement

The basis of claims settlement under this Sub Section is for:

##### a Stock and Goods in Trust

For Stock and Goods in Trust We will pay You for the value of the Property at the time of such Damage or at Our option reinstate or replace the Property or any part thereof.

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly.

##### b Office Contents other than Stock and Goods in Trust

The Basis of Settlement for each and every Item other than Stock and Goods in Trust shall be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

#### 3 Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium.

#### 4 Excess

We shall not be liable for the amount of the Excess stated in the Schedule for each and every claim.

# Section 7 | Loss of Money

We shall indemnify You for accidental Damage by any cause not excluded to Money and Non-Negotiable Money as defined below in any of the Situations during the Period of Insurance

Provided that Our liability shall in no case exceed the Maximum Amount stated in the Schedule.

## Definitions

### Money

Cash, bank and treasury notes, cheques and girocheques (other than blank or partly completed cheques and girocheques), travellers cheques, bills of exchange, bankers drafts, giro drafts, postal orders, money orders, premium bonds, unused current postage and revenue stamps, trading stamps, national insurance stamps (whether affixed to stamps or otherwise), National Savings and holiday with pay stamps, gift tokens, luncheon vouchers, phone cards, telephone charge cards, consumer redemption vouchers and travel tickets all belonging to You or for which You have accepted responsibility.

### Non-Negotiable Money

Crossed cheques, crossed girocheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders, National Savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices all belonging to You or for which You have accepted responsibility.

### Credit Card

Bank, Charge, Credit, Debit or Cash Card.

## Situations

### a In Transit

In transit in Your custody or any authorised person acting on Your behalf or by registered post.

### b Bank Night Safe

In a bank night safe.

### c Premises During Business Hours

In the Premises during Business Hours.

### d Premises Outside Business Hours In Safe

In a locked safe or strongroom (details of which are lodged with Us) in an enclosed building at the Premises outside Business Hours.

### e Premises Outside Business Hours Not In Safe

Not in a locked safe, till or strongroom in an enclosed building at the Premises outside Business Hours.

### f Private Dwellings

In Your private dwelling or that of any of Your partners, directors or authorised Employees.

### g Non-Negotiable Money

Non-Negotiable Money in any of the Situations described above.

## Conditions

It is a condition precedent to Our liability that:

### 1 Transit Limits

Money (other than Non-Negotiable Money) in transit is to be accompanied by the following numbers of authorised persons between the ages of 18 and 65:

Amount of Money in transit at any one time	Accompaniment requirement
Up to £3,000	1 person
Over £3,000 up to £6,000	2 persons
Over £6,000 up to £12,000	3 persons
Over £12,000	Approved security company

### 2 Safe Keys

All keys or notes of combinations of safes or strongrooms shall be in Your custody or that of an authorised Employee during Business Hours and not left in the Premises out of Business Hours.

### 3 Cash Tills

All cash till drawers after Business Hours be either left open or removed from the till with their contents elsewhere.

### 4 Theft Protections

All fastenings and protections on the Premises at the commencement of this Insurance and all additional fastenings and protections which have been stipulated by Us shall be maintained during the currency of this insurance and put into full and effective operation at all times outside Business Hours.

## Extensions

### 1 Damage to Safes and Carrying Cases

We will indemnify You against such Damage in the event of Damage to any:

- a safe or strongroom or franking machine
- b case, bag, container or waistcoat when used for the carriage of Money

resulting from theft or attempted theft of Money up to an amount not exceeding the cost of repair or replacement

### 2 Damage to Clothing

Damage to Clothing and personal effects belonging to You or any of Your partners, directors or Employees resulting from theft or attempted theft of Money up to an amount not exceeding £500 any one person

### 3 Unauthorised Use of Credit Cards

We will indemnify You against liability under the terms of issue of any Credit Card used in connection with the Business for loss following fraudulent use thereof by any unauthorised person, provided that Our liability during any one Period of Insurance shall not exceed £500. It is a condition precedent to liability that:

- a any loss of Credit Cards has been reported to the police within 24 hours of discovering the loss
- b any loss of Credit Cards has been reported to the issuing company immediately
- c the Conditions of Issue of the Credit Cards have been complied with

### 4 Theft by Employees

We will indemnify You for direct loss of Money or goods belonging to You or for which You are legally responsible caused by any act of theft committed during the Period of Insurance by any Employee with the clear intention of making and which results in improper financial gain for themselves or for any other person or organisation and which is discovered within 28 days of the loss.

Our liability under this Extension in respect of any One Claim shall not exceed £5,000.

We will pay the value of the Money or goods at the time of the loss or at Our option replace or reinstate the goods.

For the purposes of this Extension:

Employee shall mean:

- a any person (including any of Your directors whose shareholding does not at any time exceed 5% of Your share capital) working for You in connection with the Business under a contract of service or apprenticeship with You and who is remunerated for such service wholly or mainly by salary or wages
- b any person undergoing training under any Government approved training scheme under Your control

Who is normally resident within the United Kingdom

One Claim shall mean:

All acts of theft throughout the continuance of this insurance committed by one Employee or by two or more Employees Acting in Collusion

Acting in Collusion shall mean:

All circumstances where two or more Employees are concerned or implicated together or assist each other materially in committing acts of theft

We shall not be liable for the first £500 of each and every claim under this Extension.

## Exclusions

We shall not be liable under this Section for loss:

- a arising from fraud or dishonesty of any of Your Employees other than as insured under Extension 4 of this Section
- b due to errors, omissions, depreciation in value, loss of market, loss of interest or any indirect loss of any kind
- c from unattended vehicles
- d which but for the existence of this Section would have been covered by a Fidelity Guarantee policy except for any excess beyond the amount recoverable thereunder
- e arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason
- f occurring outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

## Special Conditions

### 1 Money in Automated Teller Machines

It is a condition precedent to Our Liability under this policy in respect of any premises containing an ATM machine(s) that:

- a** the ATM(s) is secured to the floor by a minimum of four resin anchor bolts (minimum 12mm diameter to a minimum depth of 150mm) into a substantial concrete base of not less than 170mm thick
- b** the ATM(s) units are emptied at the end of each working day and the money within transferred to a suitably graded safe for the amount of cash involved or else deposited within a bank night safe. Such transfer to be carried out whilst the premises are locked and all customers excluded with at least two able bodied employees present during the transfer
- c** the ATM(s) door and security container within must be left open, empty and unlocked outside of Business Hours
- d** whenever the ATM(s) is opened the premises must be locked, all customers excluded and there must be at least two able bodied employees present
- e** notices must be prominently displayed within the premises stating that the ATM(s) hold no cash outside working hours

# Section 8 | Personal Accident (Assault)

In the event of Injury to any Person Insured whilst engaged in their occupation in the Business which within twenty-four months is the sole cause of any of the Results detailed below We will pay the Benefits stated in the Schedule to You or Your legal representative

## Definitions

### Person Insured

You or any of Your partners, directors or employees aged not less than 16 years nor more than 75 years.

### Injury

Accidental bodily injury caused solely and directly by violence occurring during theft or attempted theft of Money or Non-Negotiable Money at any of the situations described in Section 7 or other property from the Premises during Business Hours.

## Results

- 1 Death (which shall not be presumed by disappearance of the Person Insured)
- 2 Disablement being:
  - a total and permanent loss of all sight in one or both eyes, or
  - b total loss by physical severance or total and permanent loss of use of one or both hands or feet or
  - c permanent total disablement from usual occupation
- 3 Temporary Total Disablement from usual occupation
- 4 Temporary Partial Disablement from attending to a substantial and essential part of usual occupation
- 5 Incurred Medical Expenses

N.B. The following Benefit limitations apply:

- a Results 3 and 4 shall be payable for a period not exceeding 104 weeks in the aggregate from the commencement of the first Result to occur but both shall not be payable in respect of the same period of time
- b either or both of Results 3 and 4 shall be payable when the total amount has been agreed or at the request of the Person Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any injury by Us.

Benefits shall not be payable for:

- i any of the Results occurring after two years of the injury causing such Result
- ii more than one of Results 1 and 2 and when payable for one of those Results Benefit shall not also be payable for either of Results 3 and 4 caused by the same injury nor for any of the Results caused by any subsequent injury to such Person Insured.

## Medical Expenses

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

## Special Conditions

- 1 In the event of death We shall be entitled to have a post-mortem examination at our own expense.
- 2 In the event of disablement the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.
- 3 All certificates, information and evidence required by Us shall be furnished at Your expense under this Section and shall be in such form and of such nature as We shall prescribe.

## Exclusion

We shall not be liable under this Section in respect of any death or disablement attributable to or accelerated by pre-existing physical or mental condition.

# Section 9 | Legal Expenses

## Claims under this Section are administered and managed by DAS Legal Expenses Insurance Company Limited on Our behalf.

To make a claim under this Section please telephone DAS on 0345 246 0018. DAS will ask You about Your legal dispute and if necessary call You back at an agreed time to give You legal advice. If Your dispute needs to be dealt with as a claim under this Section, DAS will provide You with a claim reference number. At this point DAS will not be able to confirm that You are covered but DAS will pass the information You have given them to their claims handling teams and DAS will explain what to do next.

If You would prefer to report Your claim in writing please send it to the DAS Head and Registered Office address which is:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively You can email Your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Claims are usually handled by a Representative appointed by DAS, but sometimes DAS deal with claims themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

### When DAS cannot help

Please do not ask for help from a solicitor or accountant before DAS have agreed. If You do, We will not pay the costs involved.

### Problems

DAS will always try to give You a quality service. If You think DAS have let You down, please write to DAS' Customer Relations Department at DAS' Head Office address shown above.

Alternatively You can phone DAS on 0117 934 0066 or email DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of DAS' internal complaint-handling procedures are available on request.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We will cover the Insured Person in respect of any insured incident arising in connection with the Business in accordance with the terms and conditions of this Section.

Provided that:

- a the Date of the Occurrence of the insured incident happens during the Period of Insurance and within the Territorial Limit, and
- b the legal proceedings will be dealt with by a court, or other body which DAS agree to, in the Territorial Limit, and

- c in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

For all insured incidents, DAS will help in appealing or defending an appeal as long as the Insured Person tells DAS within the time limits allowed that they want DAS to appeal. Before We pay any Costs and Expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

If a Representative is used, We will pay the Costs and Expenses incurred for this.

We will pay Compensation Awards that DAS have agreed to.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

## Definitions

### Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for a Insured Person in accordance with the terms of this Section.

### Aspect Enquiry

An examination by the HM Revenue & Customs which considers one or more specific aspects of Your self-assessment tax return and/or corporation tax return.

## Costs and Expenses

### - Legal Costs

All reasonable and necessary costs chargeable by the Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of DAS.

### - Accountant's Costs

A reasonable amount in respect of all costs reasonably incurred by the Representative.

### - Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Representative or while attending jury service. We will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount We will pay is based on the following:

- a** the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- b** if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- c** if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

## DAS

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Date of Occurrence

- a** For civil cases (other than under insured incident - 4 Tax Protection), the Date of Occurrence is when the cause of action first accrued.
- b** For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
- c** For licence or registration appeals, the Date of Occurrence is when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.
- d** For Full Enquiries or Aspect Enquiries, the Date of Occurrence is when the HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Tax Intervention Enquiries, the Date of Occurrence is when HM Revenue & Customs first contacts You in relation to commencing an intervention enquiry into Your Business accounts.

For Employers' Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to You.

### Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment tax return and/or corporation tax return.

### Insured Person

You, and Your directors, partners, managers and employees.

## Tax Intervention Enquiry

An examination by HM Revenue & Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

### Territorial Limit

For insured incidents 2 Legal Defence (excluding 2(4)) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

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

## Cover

### 1 Employment Disputes and Compensation Awards

#### A Employment Disputes

DAS will defend Your legal rights:

- 1** prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- 2** in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3** in legal proceedings in respect of any dispute with;
  - a** an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with You; or
  - b** an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### Exclusions

- 1** Any claim in respect of damages for personal injury or loss of or damage to property.
- 2** Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.



## B Compensation Awards

We will pay:

- 1 any basic and compensatory award; and/or
- 2 an order for compensation following a breach of Your statutory duties under employment legislation in respect of a claim DAS have accepted under Cover

1A.

Provided that

- a In cases relating to performance and/or conduct, You have throughout the employment dispute either:
  - 1 followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
  - 2 followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - 3 sought and followed advice from DAS' legal advice service.
- b For an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from DAS' legal advice service since the date when You should have known about the employment dispute.
- c For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from DAS' Claims Department prior to serving notice of redundancy.
- d The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.
- e The total of the compensation awards payable by DAS shall not exceed £1,000,000 in any one Period of Insurance.

### Exclusions

- 1 Any compensation award relating to the following:
  - a trade union activities, trade union membership or non-membership;
  - b pregnancy or maternity rights;
  - c health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - d statutory rights in relation to trustees of occupational pension schemes;

- e statutory rights in relation to Sunday shop and betting work.
- 2 Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3 Any award ordered because You have failed to provide relevant records to employees under the National Minimum Wage laws.
- 4 Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

## C Service Occupancy

DAS will negotiate for Your legal rights against an employee or ex-employee to recover possession of premises owned by, or for which You are responsible.

### Exclusion

Any claim relating to defending Your legal rights other than defending a counter-claim.

## 2 Legal Defence

At Your request

- 1 DAS will defend the Insured Person's legal rights:
  - a prior to the issue of legal proceedings when dealing with the:
    - i Police
    - ii Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the Insured Person has or may have committed a criminal offence; or
  - b following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction; or
  - c if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- 2 DAS will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

- 3 DAS will defend the Insured Person's (other than Your) legal rights if:
  - a an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
  - b civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- 4 DAS will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting Your Business.
- 5 DAS will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.
- 6 DAS will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

- 1 Insofar as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the Territorial Limits shall be any place where the Act applies.
- 2 At the time of the insured incident, You have registered with the Information Commissioner in respect of Cover 2 (1c).

### Exclusion

Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## 3 Property Protection and Bodily Injury

### A Property Protection

DAS will negotiate for Your legal rights in any civil action relating to material property which is owned by You, or is Your responsibility, following:

- 1 any event which causes physical damage to such material property; or
- 2 any nuisance or trespass.

### Exclusions

Any claim relating to the following.

- 1 a contract entered into by You;
- 2 goods in transit or goods lent or hired out;
- 3 goods at premises other than those occupied by You unless the goods are at such premises for the purpose of installations or use in work to be carried out by You;

- 4 mining subsidence;
- 5 defending Your legal rights other than in defending a counter-claim;
- 6 a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles.

### B Bodily Injury

At Your request, DAS will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

### Exclusions

Any claim relating to the following.

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- 2 defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
- 3 a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

## 4 Tax Protection

### A Full or Aspect Enquiries

DAS will negotiate on Your behalf in respect of a Full Enquiry and/or Aspect Enquiry and represent You in any subsequent appeal proceedings.

### B Tax Intervention Enquiries

DAS will negotiate on Your behalf and represent You in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry.

### C Employers' Compliance

DAS will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

### D VAT Disputes

DAS will negotiate on Your behalf and represent You in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

provided that

- a For all insured incidents, You have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

- b** We will not pay more than £2,000 for Aspect Enquiries or Tax Intervention Enquiries.

### Exclusions

- 1** In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim.
- 2** Any insured incident arising from a tax avoidance scheme.
- 3** Any insured incident caused by Your failure to register for Value Added Tax.
- 4** Any insured incident arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- 5** Any insured incident arising from any investigation or enquiry by HM Customs and Customs into alleged dishonesty or alleged criminal offences.

## Optional Extensions to Section 9: Legal Expenses

**This Extension is only operative if indicated in the Schedule.**

The terms, conditions, limitations and exclusion of Section 9 operate insofar as they can apply except where they are expressly varied.

### Cover

#### 5 Statutory Licence Protection

DAS will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence, mandatory registration or British Standard Certificate of Registration.

### Exclusions

- 1** An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
- 2** Any licence appeal relating to the ownership, driving or use of a motor vehicle.

#### 6 Contract Disputes

DAS will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

provided that

- 1** The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, You will be responsible for the first £500 of Legal Costs in each and every claim.
- 2** If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- 3** If the dispute relates to money owed to You, a claim under this Section is made within 90 days of the money becoming due and payable.

### Exclusions

- 1** Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this Section if the Date of Occurrence is within the first 90 days of the indemnity provided by this Section.
- 2** Any claim relating to the following:
  - a** the settlement payable under an insurance policy;
  - b** a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
  - c** a loan, mortgage, pension or any other financial product and choses in action;
  - d** a motor vehicle owned by, or hired or leased to, You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- 3** A dispute with an employee or ex employee which arises out of, or relates to, a contract of employment with You
- 4** A dispute which arises out of the:
  - a** sale or provision of computer hardware, software, systems or services; or
  - b** the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification
- 5** A dispute arising from a breach or alleged breach of professional duty by an Insured Person.
- 6** The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## 7 Debt Recovery

DAS will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services.

Provided that:

- 1 The debt exceeds £250.
- 2 A claim for debt recovery under this Section is made within 90 days of the money becoming due and payable.
- 3 DAS have the right to select the method of enforcement, or to forego enforcing judgement if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

### Exclusions

- 1 Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this Section if the debt is due within the first 90 days of the indemnity provided by this Section.
- 2 Any claim relating to the following:
  - a the settlement payable under an insurance policy;
  - b a lease, licence or tenancy of land or buildings;
  - c a loan, mortgage, pension or any other financial product and choses in action;
  - d a motor vehicle owned by, or hired or leased to You, other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles.
- 3 A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- 4 The recovery of money and interest due from another party where the party intimates that a defence exists

## General Exclusions to the Section

- 1 Any claim reported to DAS more than 180 days after the date the Insured Person should have known about the insured incident.
- 2 Costs and Expenses incurred before the written acceptance of a claim by DAS.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Cover 1B - Compensation Awards and 2 - Legal Defence.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

- 5 Any claim relating to franchise rights, or agency rights where You have the legal capacity to alter the legal relations of another.
- 6 Any insured incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with Us or DAS not otherwise dealt with under Condition 7 of this Section.
- 8 Any claim relating to a shareholding or partnership share in the Business unless such shareholding was acquired under a scheme open to all employees of the Business or a substantial number of them of a certain minimum grade other than the directors or partners of the Business.
- 9 Judicial review.
- 10 Legal action an Insured Person takes which DAS or the Representative have not agreed to or where the Insured Person does anything that hinders DAS or the Representative.
- 11 When either at the commencement of or during the course of a claim, You are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with Your creditors, or have entered into a deed or arrangement or are in liquidation or part or all of Your affairs or property are in the care or control of a receiver or administrator.

## General Conditions to the Section

- 1 An Insured Person must:
  - a keep to the terms and conditions of this Section;
  - b notify Us immediately of any alteration which may materially affect DAS' assessment of the risk;
  - c take reasonable steps to keep any amount We have to pay as low as possible;
  - d try to prevent anything happening that may cause a claim;
  - e send everything DAS ask for, in writing;
  - f give DAS full details of any claim as soon as possible and give DAS any information DAS need.
- 2
  - a DAS can take over and conduct in the name of the Insured Person, any claim or legal proceedings at any time. DAS can negotiate any claim on behalf of an Insured Person.
  - b DAS will choose the Representative in any proceedings where We are liable to pay a compensation award, in any other case the Insured Person shall be free to choose a Representative (by sending DAS a suitably qualified person's name and address) if:
    - i DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the Insured Person in those proceedings; or
    - ii there is a conflict of interest.
  - c Before an Insured Person chooses a lawyer or an accountant, DAS can appoint a Representative.
  - d A Representative will be appointed by DAS and represent an Insured Person according to DAS' standard terms of appointment. The Representative must co-operate fully with DAS at all times.
  - e DAS will have direct contact with the Representative.
  - f An Insured Person must co-operate fully with DAS and with the Representative and must keep DAS up-to-date with the progress of the claim.
  - g An Insured Person must give the Representative any instructions that DAS require.
- 3
  - a An Insured Person must tell DAS if anyone offers to settle a claim and must not agree to any settlement without DAS' written consent.
  - b If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
    - c We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
  - a If DAS ask, an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited.
  - b An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
- 5 If a Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover We provide will end at once, unless DAS agree to appoint another Representative.
- 6 If an Insured Person settles a claim or withdraws their claim without DAS' agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to re-claim any Costs and Expenses paid by Us.
- 7 If there is a disagreement about the way DAS handle a claim that is not resolved through DAS' internal complaints procedure, DAS and the Insured Person can choose another suitably qualified person to arbitrate. DAS and the Insured Person must both agree to the choice of this person in writing.  
Failing this DAS will ask the president of a national association to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8 DAS may at their discretion require You to obtain an opinion from counsel at Your expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by Us.
- 9 All Acts of Parliament within the Section's wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
- 10 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.

# Section 10 | Personal Accident

## Definitions

### Person Insured

You or Your partners directors or employees aged not less than 16 years not more than 75 years when named in the Schedule.

### Accident

Bodily injury caused solely by violent accidental external and visible means which injury shall within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

### Cover

In the event of any Accident happening to the Person Insured who shall thereby suffer any of the Results We will pay You or Your legal personal representative the Benefit stated in the Schedule for that Result as specified below:

### Results

- a** Death (which shall not be presumed by disappearance of the Person Insured)
- b** Permanent Disablement being:
  - i** total loss by permanent loss of all sight in one or both eyes
  - ii** total loss by physical severance or total and permanent loss of use of one or both hands or feet
  - iii** total and permanent disablement from engaging in or attending to business of any kind
- c** Temporary total disablement from engaging in or attending to usual business

## Special Conditions

### 1 Limit of Liability

Compensation for Result **c** shall:

- a** not exceed normal weekly net earnings
- b** be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Result
- c** be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

When Compensation is payable for Result **c** We will also pay up to fifteen per cent of the amount of such Compensation in respect of the charges of a qualified and registered medical practitioner for professional treatment reasonably incurred by the Person Insured in connection with the Injury causing the Result.

Compensation shall not be payable for more than one of the Results described under **a** or **b** above and when payable for one of those Results shall not be payable for Result **c** caused by the same Accident nor for any of the Results caused by any subsequent Accident.

### 2 Change in Circumstances

You shall give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section shall give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives shall in all cases effectually discharge Us.

## Exclusions

This Section shall not apply to an Accident or Result consequent upon:

- 1** the Person Insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
The expression "aircraft" shall mean any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft
- 2** the Person Insured engaging in:
  - a** winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports and aerial activities.
  - b** riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind.
- 3** The Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.

- 4 The influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease.
- 5 Intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life).
- 6 or contributed to by any Person Insured suffering from any pre-existing physical or mental defect or infirmity.
- 7 the Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

# Section 11 | All Risks on Machinery and/or Apparatus

We will indemnify You in the event of accidental Damage happening within the Geographical Limits shown in the Schedule to any Machinery and/or Apparatus described in the Schedule belonging to You or for which You are responsible the value of such Machinery or Apparatus or the amount of Damage at the time of such Damage or at Our option reinstate or replace such property

Provided that Our liability in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

## Geographical Limits

- A** Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man.
- B** Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.
- C** Worldwide which means anywhere in the world including the United Kingdom and Europe.

## Exclusions

This Section does not cover:

- 1** Damage to the property insured caused by or consisting of:
  - a** inherent vice, latent defect, gradual deterioration, wear and tear, erosion, frost, change in water table level, seepage below ground level, its own faulty or defective design or materials
  - b** faulty or defective workmanship, operational error or omission on Your part or any of Your Employees
  - c** the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- 2** Damage caused by or consisting of
  - a** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects
  - b** change in temperature, colour, flavour, texture or finish or the action of light

- c** theft or attempted theft
  - i** from an unattended vehicle between the hours of 6am and 9pm unless
    - a** all doors, windows and other openings are left closed, securely locked and fastened and
    - b** entry or access to the vehicle has been effected by forcible and violent means
  - ii** from the Premises whenever such premises are closed for business or left unattended unless all locks, bolts and other security devices including any intruder alarm system be put into full and effective operation
  - iii** other than from the Premises between the hours of 9pm and 6am unless the property insured is in the personal custody of You or any of Your Employees or in a securely locked or occupied building

Damage consisting of:

- d** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
  - e** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection there with but this shall not exclude
    - i** such Damage not otherwise excluded which itself results from any of the Contingencies 1-10 within Section 2 of this Policy or from any other accidental Damage
    - ii** subsequent Damage which itself results from a cause not otherwise excluded
- 3** Damage caused by or consisting of
    - a** subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
    - b** acts of fraud or dishonesty
    - c** disappearance, unexplained or inventory shortage, misfiling or misplacing of information
    - d** electrical or magnetic injury, disturbance or erasure of electronic records other than by lightning
  - 4** Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from any of the Contingencies 1-9 within Section 1 of this Policy insofar as it is not otherwise excluded



- 5 Damage to moveable property in the open or in open-sided buildings caused by wind, rain, hail, sleet, snow, flood or dust
- 6 Damage to the property insured:
  - a Caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - b (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair
- 7 Damage by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- 8 Damage to Money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses
- 9 Loss of market, loss of use, monetary devaluation or any indirect loss of any kind
- 10 Damage to the property insured whilst in transit by air unless the Property is being carried on board the aircraft as hand luggage.

## Special Conditions

### 1 Basis of Claims Settlement

The Basis of Settlement for each and every item other than Stock and Goods in Trust shall be on a Reinstatement Basis.

### 2 Excess

Excess A applies in respect of each and every claim to property with a sum insured of up to and including £2,500.

Excess B applies in respect of each and every claim to property with a sum insured exceeding £2,500

# Policy Extensions

## The following Policy Extension(s) automatically apply:

### Policy Extension 1: Equipment Breakdown

#### Definitions

##### Accident

Means:

- a** electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
- b** artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c** Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by You, or operated under Your control;
- d** Damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment; or
- e** Damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment.
- f** Damage caused by or due to operator error.
- g** Damage caused by materials being processed.

If an initial Accident causes other Accidents, all will be considered one Accident. All Accidents that are the result of the same event will be considered one Accident.

##### Additional Expenses

Expenses incurred to clean up or dispose of the Covered Equipment resulting from contamination by a Hazardous Substance.

##### Breakdown

The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; or

Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative; or

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

##### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

### Computer Equipment

Equipment that is electronic, computer or other data processing equipment, including Media, Software and peripherals used in conjunction with such equipment belonging to You or for which You are responsible.

### Covered Equipment

Equipment owned by You or for which You are responsible built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- a** Heating systems and hot water heaters;
- b** Air circulation, ventilation, air conditioning and non-process refrigeration systems;
- c** Electrical panels, emergency generators and electrical distribution systems;
- d** Security, alarm and sound systems;
- e** Lifts and escalators;
- f** Office equipment including telephone systems, fax machines, copiers and printers;
- g** Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers;
- h** Forklift trucks at the Premises;
- i** Domestic kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment.

Excluding:

- i** any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building
- ii** any insulating or refractory material
- iii** any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system
- iv** any water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- v** any vehicle, mobile equipment, aircraft, floating vessel including any equipment mounted on such vehicle, mobile equipment, aircraft or floating vessel
- vi** any construction plant or equipment
- vii** any tool, die, cutting edge, crushing surface, trailing cable, non-metallic lining, driving belt, or band, or any other part requiring periodic renewal
- viii** any equipment manufactured by You for sale
- ix** Computer Equipment.
- x** equipment owned by Your tenants

### Explosion

The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents.

### Hazardous Substance

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

### Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

### Production or Process Equipment

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

### Perishable Goods

Any perishable good which it is normal practice to place into a refrigeration unit for purposes of preservation.

### Cover

The insurance by Sections 1 (if operative) and 2 is extended to include cover for direct physical damage caused to Covered Equipment resulting from an Accident, subject to the terms, conditions, limitations and exclusions of the Policy and this Extension.

### Additional Cover

The following Additional Covers also apply under this Extension. These Additional Covers do not increase the Limits or Sums Insured shown in Your Schedule.

#### 1 Hazardous Substances

We will cover You for Damage to Covered Equipment caused by contamination by a hazardous substance, including any Additional Expenses incurred.

Our maximum liability under this Additional Cover shall not exceed £10,000 in any one Period of Insurance, which shall include if shown as operative, any actual loss under Section 5 - Business Interruption.

#### 2 Computer Equipment

We shall be liable for Damage caused by or resulting from an Accident to Computer Equipment whilst at the Premises. Our maximum liability shall not exceed £250,000 any one Accident, including if shown as operative, any actual loss under Section 5 Business Interruption in respect of Damage to Computer Equipment.

Cover is also extended to include Damage caused by or resulting from an Accident to Computer Equipment occurring whilst such Equipment is at any situation in any member country of the EU, including whilst in transit to and from. Our maximum liability shall not exceed £5,000 any one Accident, including if shown as operative, any actual loss under Section 5 - Business Interruption in respect of Damage to Computer Equipment whilst away from the Premises

#### 3 Reinstatement of Data

We shall be liable under this Additional Cover for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment.

Provided that:

- a liability is limited solely to the cost of reinstating data onto Media
- b We shall not be liable for any losses discovered later than six months after the loss was initiated
- c We shall not be liable for Damage to software
- d We shall not be liable under this Additional Cover for costs more specifically described under The Increased Costs Of Working Additional Cover

Our maximum liability in respect of this Additional Cover shall not exceed £25,000 in any one Period of Insurance

#### 4 Increased Costs of Working

We shall be liable to pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations.

Our maximum liability under this Additional Cover shall not exceed £25,000 in any one Period of Insurance

#### 5 Business Interruption

If cover is shown as operative in Your Schedule, We will cover You for loss as described under Section 5 - Business Interruption caused by an Accident to Covered Equipment.

Our maximum liability under this Additional Cover shall not exceed £30,000.

## 6 Perishable Goods

We will cover You for Damage to Perishable Goods owned by You or in any refrigeration unit owned by You due to change in temperature caused by an Accident or failure of the electricity supply.

We will not cover Damage caused

- a** by the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the supply of electricity
- b** by neglect or misuse
- c** by wear, tear, deterioration of the cabinet or other gradually operating cause
- d** as a result of incorrect setting of thermostats or automatic controlling devices.

We will not be liable for 20% of any loss where the refrigeration unit is over 10 years old.

Our maximum liability in respect of this Additional Cover shall not exceed £15,000 for frozen or chilled foods and £5,000 in respect of any other Perishable Goods for any one Accident

## 7 Expediting Expenses

With respect to damaged Covered Equipment, We will pay for any reasonable costs necessarily incurred to make temporary repairs and expedite permanent repairs or permanent replacement.

Our maximum liability under this Additional Cover shall not exceed £20,000 in respect of any one Accident

## 8 Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a building that is covered under this policy; and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings, or establishes zoning or land use requirements, We shall be liable for the following additional costs to comply with such ordinance or law:

- a** Your actual expenditures for the cost to demolish and clear the site of undamaged parts
- b** Your actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law
- c** loss as described under Section 5 Business Interruption caused by loss covered in **a** or **b** above

We shall not be liable for:

- a** any fine;
- b** any liability to a third party;
- c** any increase in loss due to a hazardous substance (other than as specifically insured under Additional Cover 1); or
- d** increased construction costs until the building is actually repaired or replaced.

This Additional Cover is within and does not increase the Sum Insured shown in the schedule.

## 9 Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire charges actually incurred by You during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our maximum liability under this Additional Cover shall not exceed £5,000 in any one Period of Insurance.

## 10 Storage Tanks and Loss Of Contents

This Additional Cover extends to include loss or damage caused by an Accident to oil storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to You or for which You are responsible at the Premises. In addition this Additional Cover covers loss of the contents of storage tanks caused by:

- a** escape of contents - leakage discharge or overflow from the storage tanks caused by or resulting from an Accident
- b** contamination - contamination of the contents of the storage tanks caused by or resulting from an Accident

including cleaning costs incurred as a result of such loss

This Additional Cover excludes:

- 1** loss caused by fire howsoever the fire may have been caused
- 2** loss resulting from corrosion erosion or wasting
- 3** contamination of the contents resulting from
  - a** the natural settling separation or accumulation of fluids or materials constituting the normal contents
  - b** the deliberate use of fluids or materials in the storage for cleaning flushing or similar purposes
- 4** loss sustained whilst storage tanks are in transit between Premises
- 5** costs or expenses arising from pollution or contamination of property not covered by this Additional Cover

We shall not be liable for more than £7,500 under this Additional Cover in respect of any one Accident.

## 11 Loss Avoidance Measures

We will cover the reasonable costs necessarily incurred by You to take exceptional measures to prevent or mitigate impending damage to Covered Equipment or Computer Equipment as a result of an Accident.

Provided that:

- a Damage would be reasonably be expected if such measures were not implemented
- b We are satisfied that Damage has been avoided or mitigated by means of the exceptional measures
- c the amount payable will be limited to the cost of Damage which would have otherwise occurred
- d the terms conditions and exclusions of this section and the policy apply as if Damage has occurred
- e if Damage had occurred it would have resulted in a claim that would have been accepted by Us under this section of the policy

Our liability under this Additional Cover shall not exceed £5,000 in any one Period of Insurance

## 12 Damage To Own Surrounding Property

We shall be liable for Damage to property belonging to You or in Your custody and control and for which You are responsible directly resulting from Explosion or Collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. For the purposes of this extension Accident shall not include any losses under 5 Business Interruption resulting from Damage to Own Surrounding Property.

We shall not be liable for more than £1,000,000 under this Additional Cover in respect of any one Accident.

## Additional Conditions

### 1 Precautions

You shall exercise due diligence in

- a complying with any statute or order
- b ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

### 2 Back Up Records

You shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

## Exclusions

The following Exclusions apply in respect of this Policy Extension:

- 1 We will not cover You for Damage caused by or resulting from:
  - a a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;
  - b any defect, virus, loss of data or other situation within Media; or
  - c depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, unless such Damage results from an Accident.
- 2 We will not be liable for Damage recoverable under the maintenance agreement or any Warranty or Guarantee, or which would be recoverable but for breach of Your obligations under the agreement.
- 3 We will not pay for delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media where You have not fully complied with Additional Condition 2 - Back Up Records.

## Excess

An Excess of £200 applies in respect of each individual claim made under this Extension.

# Optional Extensions

These Extensions are operative only if the number set against them appears in the appropriate place in the Schedule.

In respect of each of the following Extensions the terms conditions limitations and exclusions of the Section (or Sub Section) to which it applies operate insofar as they can apply except where they are expressly varied.

## Extension 1: All Risks Contents

Section 2 is extended to include the following Contingency:

### 11 Any Other Accidental Damage but excluding:

- a** Damage caused by or resulting from:
  - i** gradual deterioration, wear and tear, erosion, the action of light or atmosphere, moths, vermin or insects
  - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii** corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
  - iv** subsidence or ground heave of any part of the site on which the property stands, or landslip
- b** Damage to the Property insured caused by or consisting of:
  - i** inherent vice, latent defect, change in water table level, its own faulty or defective design or materials
  - ii** faulty or defective workmanship operational error or omission on Your part or any of Your Employees

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- c** Damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions
- d** Damage specifically excluded in the:
  - i** Contingencies 1- 10 in this Section
  - ii** Exclusions to this Section
  - iii** General Exclusions
- e** normal maintenance or repair
- f** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- g** any shortage due to error or omission.
- h** the amount of the Excess stated in the Schedule for each and every claim.

## Extension 2: All Risks The Structure

Section 1 is extended to include the following Contingency:

### 10 Any Other Accidental Damage but excluding:

- a** Damage caused by or resulting from:
  - i** gradual deterioration, wear and tear, erosion, the action of light or atmosphere, moths, vermin or insects
  - ii** any process of cleaning, dyeing, restoring, adjusting or repairing
  - iii** corrosion, dampness, dryness, wet or dry rot, marring or scratching
  - iv** wind, hail, sleet, snow, flood or dust to boundary walls, gates or fences
  - v** subsidence or ground heave of any part of the site on which the property stands, or landslip
  - vi** the normal settlement or bedding down of new structures
- b** Damage to the Property insured caused by or consisting of:
  - i** inherent vice latent defect change in water table level, its own faulty or defective design or materials
  - ii** faulty or defective workmanship operational error or omission on Your part or any of Your Employees

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded
- c** Damage specifically excluded in the:
  - i** Contingencies 1-9 of this Section
  - ii** Exclusions to this Section
  - iii** General Exclusions
- d** the collapse or cracking of Buildings
- e** the cost of normal maintenance, redecoration or repair
- f** Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy.
- g** Damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair unless more specifically insured under the Policy Extensions
- h** the amount of the Excess stated in the Schedule for each and every claim.

**Extension 3: Injury to Working Partners**

Cover provided by Section 4 is extended to include Bodily Injury sustained by any working partner provided that We shall only be liable under this Extension where:

- a** the Bodily Injury is sustained whilst such partner is working in connection with the Business
- b** the Bodily Injury is caused by the negligence of another partner or Employee whilst working in the Business.

# Endorsements

These Endorsements are operative only if the letter set against them appears in the appropriate place in the Schedule.

## Endorsement A: Subsidence, Ground Heave, Landslip

The following Contingency is added to Sections 1 (if operative) and 2 of this Policy.

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding:

- a** Damage to yards, car parks, roads, pavement, swimming pools, walls, gates and fences unless also affecting a building insured hereby
- b** Damage caused by or consisting of:
  - i** the normal settlement or bedding down of new structures
  - ii** the settlement or movement of made-up ground
  - iii** coastal or river erosion
  - iv** defective design or workmanship or the use of defective materials
  - v** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c** Damage which originated prior to the inception of this cover
- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property, or
  - ii** groundworks or excavation at the same premises
- e** the amount of the Excess stated in the Schedule for each and every claim.

## Special Condition

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip:

- a** You shall notify Us immediately You become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- b** We shall then have the right to vary the terms or cancel the cover.

## Endorsement B: Intruder Alarm Condition

### Definitions

**Intruder Alarm System:** The component parts including the means of communication used to transmit signals.

**Alarmed Premises:** The Premises or those portions of the Premises protected by the Intruder Alarm System.

**Responsible Person:** You or any person authorised by You to be responsible for the security of the Premises.

**Keyholder:** You or any person or keyholding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to the Premises.

It is a condition precedent to Our liability in respect of Theft under this Policy that in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means:

- 1** The Premises are protected by an Intruder Alarm System installed as agreed with Us
- 2** The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with Us
- 3** No alteration to or substitution of:
  - a** any part of the Intruder Alarm System
  - b** the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
  - c** the maintenance contract be made without Our written agreement
- 4** The Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement:
  - a** unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - b** if the Police have withdrawn their response to alarm calls
- 5** All keys to the Intruder Alarm System are removed from the Premises when they are left unattended
- 6** You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
- 7** You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities



- 8** 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 Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible
- 9** In the event that You receive any notification
- a** that Police attendance in response to alarm signals/call 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

You shall advise Us as soon as possible and in any event not later than 10.00a.m. on the next working day and comply with any subsequent requirements stipulated by Us

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

## Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court Westmoreland Road Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pru**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

