

COMMERCIAL COMBINED POLICY WORDING

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RDG Commercial
62 Cornhill
London
EC3V 3NH

tel: 0330 102 8730
email: sme@ryandirectgroup.co.uk

Underwritten by AmTrust at Lloyd's

How to Make a Claim

Claims Line 0844 561 1082

This number can be used by anyone wishing to report a claim.

If you think you may have a claim then please contact us as soon as reasonably practicable with as much information as possible and we will tell you what to do next.

Please refer to the Claims Conditions in your policy, these can be found on page 12 of this policy booklet.

Calls may be recorded for quality and training purposes.

The Claims Line is available 24 hours a day 365 days a year.

DAS Commercial Legal Protection

Claims Line 0844 561 7892

To make a claim under Section 9 Legal Expenses please telephone DAS on the number above.

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 will pass the information you have given DAS to their claims handling teams and explain what to do next.

When DAS cannot help

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

Welcome

Thank **You** for choosing RDG Commercial to be your Combined Club Insurance provider.

This **Policy** is underwritten by AmTrust at Lloyd's, HSB Engineering Insurance Limited and DAS Legal Expenses Insurance Company Limited (hereinafter called The Underwriters) and is administered by Ryan Direct Group in accordance with the authority granted under binding authority agreement(s).

Your Policy is made up of several parts which set out the details of your insurance contract with **Us**.

This **Policy** document and any **Schedule, Statement of Fact**, endorsement and certificate should be read together as if they were one document.

When drawing up this insurance the information that **You** have provided to **Us** has been used to determine not only acceptance of **Your** insurance requirements but also the premium payable and any additional Conditions, Exclusions and/or terms that **We** believe are necessary. **You** should check all of **Your** documents carefully to ensure the cover meets **Your** needs and that **You** understand the terms, Conditions, Exclusions and limitations of the **Policy**.

Should **You** wish to correct or change anything, or if there is something **You** do not understand please contact **Your** insurance adviser as soon as possible.

This is a legal document and should be kept in a safe place.

Who are RDG Commercial

This insurance is provided and administered by RDG Commercial in accordance with the authority granted under binding authority agreements held between RDG Commercial and The Underwriters. RDG Commercial is a trading name/style of Direct Group Limited, whose registered office is Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL and which is authorised and regulated by the Financial Conduct Authority. Details of Direct Group Limited can be checked on the Financial Services Register at www.fca.org.uk/register under the registration number 307332

Who are The Underwriters

Cover provided by AmTrust at Lloyd's (all Sections except 8 and 9)

This product is underwritten by AmTrust at Lloyd's, Syndicate 1206 at Lloyd's, whose registered office is at 1 Great Tower Street, London, EC3R 5AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This insurance is provided and administered by RDG Commercial in accordance with the authority granted under binding authority agreements. RDG Commercial is a trading name/style of Direct Group Limited, whose registered office is Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL and which is authorised and regulated by the Financial Conduct Authority.

Cover provided by HSB Engineering Insurance Limited (Section 8)

Cover under Section 8 is provided by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Conduct Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Cover provided by DAS Legal Expenses Insurance Company Limited (Section 9)

Cover under Section 9 is provided by 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. DAS Legal Expenses Insurance Company Limited, Head and registered office DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Website: www.das.co.uk. Registered in England and Wales. Company Number 103274.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (Registered Number 423113). Head and registered office North Quay, Temple Back, Bristol BS1 6FL. Website: www.daslaw.co.uk. Registered in England and Wales. Company Number 5417859.

Your Insurance Policy

In return for payment of the premium shown in the **Schedule** and in accordance with the sections of the **Policy** shown as operative in the **Schedule** **We** agree to insure **You** in accordance with the terms, Conditions and Exclusions contained in the **Policy** or endorsed to the **Schedule** against loss destruction **Damage** or legal liability arising in connection with the **Business** during the **Period of Insurance** (or any subsequent period for which **We** accept a renewal premium).

This **Policy** is underwritten by The Underwriters shown below and is administered by RDG Commercial in accordance with the authority granted under binding authority agreement(s)

Each Underwriter is only liable in respect of the cover provided under the Section(s) of this **Policy** shown against them below and not any other section.

Section 8 - Engineering Breakdown	HSB Engineering Insurance Limited (FCA Register Number 202738)
Section 9 - Commercial Legal Expenses	DAS Legal Expenses Insurance Company Limited (FCA Register Number 202106)
All other Sections	Lloyd's Syndicate 1206 which is managed by AmTrust at Lloyd's Limited (FCA Register Number 204947)

The **Policy**, **Schedule**, endorsements and any certificate of Employers' Liability insurance together with the **Statement of Fact** should be read together as if they were one document.

Fair Presentation of Risk

You must make a fair presentation of the risk to **Us** at the inception, renewal and with each variation of the **Policy**

Where **You** fail to make a fair presentation of the risk **We** may at **Our** absolute discretion;

- (a) amend the **Policy** to record the correct information
- (b) treat the **Policy** as if it included any additional terms as **We** may have reasonably required had a fair presentation been made. Where different terms are applied that result in an additional premium **You** shall be liable to pay for such an additional premium
- (c) reduce proportionately the amount for which **We** are liable on any claim by the proportion to which the premium actually charged bears to the premium that **We** would have charged had a fair presentation been made
- (d) refuse to pay **Your** claim
- (e) where the failure to make a fair presentation of the risk is to such an extent that had a fair representation been made, on the balance of probabilities **We** would not have issued the **Policy** **We** may
 - (i) avoid the **Policy**, treating it as if it had never existed and return any premium **You** have paid to **Us**
 - (ii) require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - (iii) Cancel the **Policy** under Policy Condition: Cancellation – Our Rights to Cancel
- (f) Where the failure to make a fair presentation of the risk is deliberate and/or reckless **We** may
 - (i) avoid the **Policy**, treating it as if it had never existed and retain any premium **You** have paid to **Us**
 - (ii) require **You** to reimburse **Us** with the cost of any claims paid by way of benefit under the **Policy**
 - (iii) in addition to avoiding **Your Policy** **We** may also avoid any other policies which **We** have issued to **You** and return the **Premium** paid by **You** to **Us** for such policies except in the circumstances where
 - 1) failure to make a fair presentation under such policies is also deliberate and/or reckless
 - 2) claims have also been made on these policies

Change in Circumstances

You must advise **Us** of any changes or alterations in **Your Business** if **You** do not then **Your Policy** may not provide the cover **You** need in the event of a claim.

Examples of changes include but are not limited to:

- A move to another **Premises**;
- The occupation of an additional **Premises**;
- The **Premises** or a **Building** at the **Premises** becoming **Unoccupied** for any period greater than 30 days;
- Changes in the type of work, processes or goods manufactured/sold by the **Business**;
- Any work away from the **Premises** which has not been notified to **Us**;
- An increase in the amount and level of work away from the **Premises**;
- An increase in the turnover, number of people employed and wages paid;
- Ceasing to trade or entering liquidation.

When **You** notify **Us** of such changes **We** may at **Our** absolute discretion:

- (a) continue to provide cover under this **Policy** on the same terms
- (b) amend the **Policy** to record the correct information
- (c) restrict the cover provided under this **Policy**
- (d) impose additional terms
- (e) alter the premium
- (f) cancel the **Policy**

Renewal of this Insurance

When **Your** policy is due for renewal, **We** may offer to renew it for **You** automatically. This means **You** do not need to confirm **Your** intention to renew before the policy ends. If **We** offer to do this for **You**, **We** will write to **Your** insurance agent at least 21 days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms and Conditions. If **You** do not want to renew the **Policy**, please contact **Your** insurance agent. Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to **Your** insurance agent at least 21 days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

If **You** pay the premium to **Us** using **Our** Direct Debit instalment scheme, **We** will have the right (which **We** may choose not to exercise) to renew the **Policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **Policy** (including the premium) at renewal. If **You** decide that **You** do not want **Us** to renew the **Policy**, provided **You** tell **Us** (or **Your** insurance agent) before the next renewal date, **We** will not renew it.

Making a Complaint

We aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things do go wrong.

If this happens **We** want to hear about it so that **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your** policy number, **Your** name and address.

In the event that **You** wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights. Contact details are:

Cover provided by AmTrust at Lloyds (all Sections except 8 and 9)

Post: RDG Commercial, 1st Floor, 62 Cornhill, London, EC3V 3NH
Telephone: 0330 1028 730
Email: sme@ryandirectgroup.co.uk

Details of AmTrust at Lloyds internal complaint-handling procedures are available on request.

Cover provided by HSB Engineering Insurance Limited (Section 8 Engineering Breakdown)

Post: The Customer Relations Leader, Chancery Place, 50 Brown St, Manchester, M2 2JT
Telephone: 0330 1003433
Email: complaints@hsbeil.com

Details of HSB's internal complaint-handling procedures are available on request.

Cover provided by DAS Legal Expenses Insurance Limited (Section 9 Legal Expenses)

Post: Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.
Telephone: 0844 893 9013 or e-mail them at customerrelations@das.co.uk

Details of DAS's internal complaint-handling procedures are available on request.

Having Made Your Complaint And You Are Not Satisfied

If **We** have given **You Our** final response and **You** remain dissatisfied with the outcome **You** may;

In respect of cover provided by AmTrust at Lloyd's ask the Complaints Department at Lloyd's to review **Your** case (this would not affect **Your** rights to take legal action if necessary). Their address is:

Complaints, One Lime Street, London EC3M 7HA.
Telephone: 0207 327 5693
Fax: 0207 327 5225.
Email: complaints@lloyds.com.

In respect of cover provided by HSB Engineering Limited (Section 8 Engineering Breakdown) or DAS Legal Expenses Insurance Company Limited (Section 9 Commercial Legal Expenses) **You** have the right to ask for **Your** case to be reviewed by the Financial Ombudsman Service.

Their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Or by email at complaint.info@financialombudsman.org.uk

In respect of cover provided by DAS Legal Expenses Insurance Company Limited (Section 9 Commercial Legal Expenses) **Your** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

Their address is: The Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ

You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk

Using these services does not affect **Your** right to take legal action.

If You Remain Dissatisfied

For complaints that have previously been referred to Lloyd's in line with the procedure above, if **You** remain dissatisfied, Lloyd's is a member of the Financial Ombudsman Service and **You** can refer **Your** complaint to them for review. Their address is:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Or by email at complaint.info@financialombudsman.org.uk

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS) **You** may be entitled to compensation from the scheme if **We** are unable to meet our liabilities under this insurance.

This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met for compulsory classes of insurance the claim will be met in full

Further information about the compensation scheme arrangements is available from the FSCS Information can be obtained on request from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU or by visiting the FSCS website at www.fscs.org.uk.

Important Information

Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular **You** should be aware of the following:

Display of Certificate

If **You** take out Employers Liability **We** will provide **You** with a certificate of Employers Liability which will clearly state the companies covered by the **Policy**. **You** must display an original copy or make available a copy of the certificate in an electronic format at each **Business Premises** where **Your Employees** can see it easily.

Retention of Certificates

The Employers Liability (Compulsory Insurance Amendment) Regulations 2008 removed the requirement for **You** to retain copies of Certificates of Employers Liability insurance that have expired for at least 40 years (this requirement applied to policies in force on the 31st December 1998 or later). However, it is still recommended as part of good business practice that **You** retain copies of certificates that have expired helping **You** identify **Your** insurer as certain claims, disease for example, could be made several years after the disease is caused.

Data Protection Act

The personal and business information **You** provide or which is supplied by third parties including the details of directors' officers' partners and **Employees** may be used by **Us** and/or **Our** carefully selected third parties to provide **You** with a quotation, deal with **Your Policy**, help administer **Your Policy**, search credit reference agencies (who may keep a copy of the search), handle claims, undertake checks against publicly available **Data** (such as county court judgements or sheriff court decrees, electoral roll, bankruptcy orders, winding up procedures, repossessions), for customer surveys market research and compliance business reviews.

We share **Your** details with those companies who are underwriting **Your** insurance **Policy** and others including insurance organisations, professional advisers, third party suppliers, claims handlers, loss adjusters, professional advisers and mediation companies to administer and regulate **Your** insurance, for fraud prevention purposes and where **We** are legally obliged to do so.

In some circumstances **We** may need to collect **Data** which under the **Data** Protection Act is defined as sensitive (for example, medical history or criminal convictions) for the purposes of evaluating risk, assessing the terms of the insurance contract or administering any claims that may arise.

By proceeding with this application **You** have signified **Your** consent to such information being processed by **Us**. If **You** provided information (including any sensitive personal information) to **Us** about another person by doing so **You** have confirmed to **Us** that **You** have their permission to provide it and for **Us** to process that information, also that **You** have told them of this.

Under the **Data** Protection Act individuals are entitled to a copy of all the personal information **We** hold about **You**. To obtain details of this please contact **Us** by writing to **Us** including **Your** name and address to The Compliance Department, RDG Commercial, First Floor, 62 Cornhill, London EC3V 3NH. A fee of £10 may be payable.

We may also share **Your** details with third parties so that **We** may inform **You** about any products, services and offers **We** may consider to be of interest to **You**. **We** will do this by writing to **You**, by telephone or by e-mail. If for any reason **You** do not want to receive this information please write to **Us** at The Marketing Department, RDG Commercial, First Floor, 62 Cornhill, London EC3V 3NH

Under the **Data** Protection Act **We** can only discuss the details given with **You** If **You** would like anyone else to act on **Your** behalf please let **Us** know.

Your personal details may be transferred to countries outside the European Economic Area they will at all times be held securely and handled with the utmost care in accordance with all the principles of UK law.

We will store **Your** personal information on **Our** secure Databases but will not keep it longer than is necessary.

Employers Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

Law Applicable

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **Period of Insurance**, **You** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country.

Signed for and on behalf of the Underwriters



James Astle
Director
RDG Commercial
Registered Office: Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL
Registered in England No: 02461657
Authorised and regulated by the Financial Conduct Authority

Definitions

General Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise. A defined word or phrase will start with a capital letter each time it appears in the **Policy** and is printed in bold type e.g. **Business**, except for headings and titles.

Throughout this **Policy** words in the singular include the plural and vice versa. The male gender includes the female and neuter. References to legislation include such legislation as amended and to any statutory re-enactment thereof.

Each section of the **Policy** contains additional definitions which apply to that section. If a word or phrase has a different meaning in a particular section then that section will have a revised definition of that word or phrase.

Asbestos

Asbestos or asbestos dust or asbestos fibres or derivatives of asbestos or any material or product containing asbestos or asbestos dust or asbestos fibres or derivatives of asbestos

Business

Activities directly connected with the **Business** described in the **Statement of Fact** and shown in the **Schedule** including:

1. the ownership maintenance and repair of **Your** premises or premises occupied by **You**
2. the maintenance and repair of vehicles and plant owned or utilised by **You**
3. the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
4. private work carried out for **You** or any of **Your** directors or executives by any of **Your Employees** with **Your** consent
5. participation in trade shows or exhibitions

Business Hours

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

Damage

Loss, destruction or damage

Employee, Employees

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

1. under a contract of service or apprenticeship with **You**
2. a person who is hired lent or borrowed by **You**
3. a person engaged in connection with a work experience, training or similar scheme
4. a self-employed person working on a labour only basis under **Your** control or supervision
5. a person engaged by a labour only sub-contractor
6. a labour master or person engaged by them
7. a driver or operator of hired-in plant
8. a volunteer helper
9. a person working under the Community Offenders Act 1978 and/or the Community Offenders (Scotland) Act 1978 or similar legislation
10. when requested by **You** outworkers and/or home workers employed under contracts to execute personally any work in connection with **Your Business**

Excess

The amount **You** must pay as the first part of each and every claim as shown in the **Schedule** and where applicable as more specifically defined in any Section, Sub Section, Extension or endorsement of this **Policy**.

Empty or Disused

The premises or any part thereof that have become unoccupied untenanted or which have not actively used for a period of more than 30 consecutive days

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** in accordance with the percentage change in the General Building Cost Information Service
2. In respect of **Plant Machinery Trade Fixtures and Fittings, Electronic Business Machines Computers and Software, Portable Hand Tools** and **Tenants Improvements** in accordance with the durable goods section of the Retail Price Index
3. in respect of **Stock in Trade** and customers goods in accordance with in the Producer Price 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 or nervous shock

Limit of Indemnity

Limit of Indemnity stated in the **Schedule**

Minimum Premium

A minimum premium has been applied to **Your** insurance which reflects the amount which **We** regard as a minimum amount due from **You** for the risk insured.

A Minimum Premium is not refundable at any time following the expiry of the Fourteen (14) day cooling off period.

Money

Current coin bank and currency notes credit cards, telephone cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, national insurance stamps not affixed to cards, holiday with pay stamps, national savings stamps unexpired units in franking machines gift tokens consumer redemption vouchers mobile telephone vouchers and telephone cards

Non Negotiable Money

Crossed cheques, crossed postal orders crossed bankers drafts national insurance stamps fixed to cards, national savings certificates premium bonds credit and debit card sales vouchers or receipts and VAT purchase invoices

Our, Us, We

The Underwriters as set out in the section of the **Policy** headed Your Insurance **Policy**

Offshore Installation

Any offshore rig, offshore platform or offshore installation in the sea or tidal waters including

1. any support vessel and/or any installation intended to provide accommodation in connection therewith
2. from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig, offshore platform or offshore installation until such time of disembarkation from a conveyance on to land upon return from any offshore rig, offshore platform or offshore installation

Period of Insurance

The period beginning with the Effective Date shown in the **Schedule** and ending with the Expiry Date and any other period for which **We** have accepted **Your** premium

Policy

The **Policy** and **Schedule** and any certificates or endorsements attached or issued with it

Premises

The part of the premises at the address or addresses specified in the **Statement of Fact** and described in the **Schedule** occupied by **You** for the purposes of the **Business**

Products

1. Work which has been completed
2. Goods or other material property including packaging containers instructions and labels manufactured, sold, supplied, processed, altered, treated, repaired, serviced, tested, installed, constructed, erected or transported by **You** or on **Your** behalf in the course of the **Business** and which is no longer in **Your** custody or control

Property

Material Property

Pollution and Contamination

1. All pollution and contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Damage** to property or **Injury** directly or indirectly caused by such pollution and contamination

All Pollution and Contamination directly or indirectly caused by any one incident will be deemed to have occurred at the time such incident takes place

Schedule

The schedule for the time being in force showing the cover which applies

Statement of Fact

The summary of the information **You** have provided to **Us** that has been used to determine not only acceptance of **Your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **We** believe are necessary

Sum Insured

The **Sum Insured** stated in the **Schedule**

Territorial Limits

1. Great Britain Northern Ireland the Isle of Man and the Channel Islands
2. any other member country of the European Community other than **Offshore Installation** where **You**, an **Employee** or any person employed are temporarily engaged on **Your Business** provided such persons are normally resident in 1. above
3. elsewhere in the world other than **Offshore Installation** in respect of temporary **Business** journeys by any person normally resident in 1. above provided the journey does not involve the performance or supervision of manual work.

Voluntary Excess

The amount as shown in the **Schedule** for which **You** have received a discount in premium and **You** must pay in addition to any standard **Excess**

You, Your, Yours

The person people or company named in the **Schedule**

General Conditions

Each section of the **Policy** has conditions and they must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

If any term condition or exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder will be in full force and effect

Average

Where a **Sum Insured** is subject to average if at the time of the **Damage** the **Sum Insured** is less than the actual value of the property **You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss

Cancellation - Your Rights to Cancel

In the event of cancellation **You** must return to **Us** the current Certificate(s) of Employers Liability Insurance.

Cooling Off Period

If **You** decide **You** do not want to accept the **Policy** as it does not meet **Your** requirements within Fourteen (14) days of the **Policy** start date or the receipt of the policy documentation whichever is the latter (this period is referred to as the "cooling off period") in the first year of insurance **You** may cancel this **Policy** by giving notice in writing to **Your** insurance adviser at the address shown in their correspondence or to **Us** at the address shown in the **Policy** quoting **Your Policy** details.

In this instance **You** will be entitled to a full refund in premium provided that there have been no claims either paid, reported, outstanding or incidents likely to give rise to a claim which **You** are aware of but have not reported.

For the purposes of this cancellation clause it will be deemed that **You** will have received the policy document upon the day following the date it was sent to **You**.

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule** and no liability whatsoever shall attach to **Us** in respect of the **Policy**.

If **You** do not exercise **Your** right of cancellation within this period this insurance **Policy** will automatically come into force from the inception date specified in the **Schedule** and **You** will remain liable to pay the full annual premium.

This "cooling off period" does not apply to any renewal of this **Policy**

Cancellation at other times

You may cancel this **Policy** at any other time during the **Period of Insurance** by giving notice Fourteen (14) days' notice in writing to **Your** insurance adviser at the address shown in their correspondence or to **Us** at the address shown in the **Schedule** quoting **Your Policy** details.

Provided that there have been no claims either paid, reported or outstanding and **You** can confirm there have been no incidents that are likely to give rise to a claim **You** may be entitled to a proportional refund of premium subject to **Us** retaining a minimum amount of £50.

Where there are claims either paid, reported or outstanding or **You** are unable to confirm that there have been no incidents that are likely to give rise to a claim **You** will not be entitled to any refund of premium.

Cancellation – Our Rights to Cancel

We may cancel this **Policy** by giving **You** Fourteen (14) days' notice in writing to **Your** last known address stating the reasons for cancellation.

In this instance **You** will be entitled to a proportionate refund of premium for the unexpired **Period of Insurance**. Any amount of refund will be reduced by all unpaid premiums.

In the event of cancellation **You** must return to **Us** the current Certificate(s) of Employers Liability Insurance.

Cancellation – Premium Instalment Default

If **You** are paying **Your** premium by periodic instalments under a linked credit agreement in the event of a default in the payment of any instalment for whatever reason this insurance will cease seven (7) days' after the date of the non-payment subject to the Consumer Credit Act and/or any subsequent legislation where this is applicable.

In this instance **You** will not be entitled to any refund in premium.

Contracts (Rights to Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights to 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.

Fraud

In the event of any claim being identified as fraudulent either in part or whole **We**

1. Have no liability whatsoever to pay the fraudulent claim and are entitled to recover any payments which have been made in respect of the fraudulent claim
2. Are entitled to refuse all claims arising after the fraud
3. Have the option to cancel this insurance with effect from the time of the fraudulent act
4. Can exercise the option to cancel this insurance at any time once the fraud is discovered regardless of whether the insurance has expired before the discovery of the fraud. Where this option is exercised by **us** **we** will have no obligation to pay any claims in respect of losses suffered after the fraudulent act. **We** may retain any premiums paid to **us** up to the time **we** exercise this right.
5. As part of **our** fraud prevention measures **we** will at **our** discretion also share information with other parties such as police, government agencies and anti-fraud organisations

Financial Crime

We will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Interest Clause

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 reasonable practicable

Payment of Premium

Your payment of the premium to **Us** for this insurance will be a condition precedent to **Our** liability to make any payment under this **Policy**

Reasonable Precautions

You must

1. maintain any premises, machinery, plant and equipment in a satisfactory state of repair
2. take all reasonable precautions to prevent
 - a. **Damage** to the **Property** insured
 - b. **Injury** to any person or **Damage** to their property
3. take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
4. exercise care in the selection and supervision of **Employees**
5. exercise care in the selection of bona-fide sub-contractors
6. use due diligence and ensure that all reasonable and practicable steps are taken to avoid or diminish any liability
7. comply with all relevant legal requirements, safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner
8. keep books with a complete record of purchase and sales

Things You Must Do

At the inception of or during each **Period of Insurance**, the insurance provided by this **Policy**:

- (a) **You** must:
 - (i) provide **Us** with any additional information **We** may reasonably require;
 - (ii) complete any actions agreed between **You** and **Us**;
 - (iii) allow **Us** to complete any actions agreed between **You** and **Us**.
- (b) If required by **Us**, allow **Us** access to the **Premises** and/or the **Business** to carry out survey(s) and **Your** compliance with any risk improvements identified.

We will clearly state the information required and/or the actions to be completed and the dates **We** require any information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option:

- (a) modify **Your** premium;
- (b) amend the terms and conditions of this **Policy**;
- (c) require **You** to make alterations to the **Premises** and/or to comply with any risk improvements identified;
- (d) exercise **Our** right to cancel **Your Policy** under **Policy** Condition Cancellation – Our Rights to Cancel;
- (e) leave the **Policy** terms, conditions, and premium unaltered.

If **We** proceed with any of (i) (ii) and (iii) above, **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and under **Policy** Condition **Cooling Off Period**; or **Cancellation at other times**. Providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.

Claims Conditions

Your Actions

In the event of any **Injury, Damage** or consequential loss which could give rise to a claim under this **Policy** **You** must

1. Notify **Us** as soon as reasonably practicable and give **Us** all the assistance **We** may reasonably require
2. Notify **Us** as soon as **You** have knowledge of any prosecution inquest inquiry civil proceedings which may result in a claim under this **Policy** and send written confirmation
3. Pass to **Us** immediately and unanswered
 1. Every letter claim writ summons and process in connection with any claim
 2. All communications from third parties in relation to any event which may result in a claim under this **Policy**
4. Notify the police immediately of any **Damage** caused by malicious persons or thieves
5. Carry out and permit to be taken any action that may be reasonably practicable to prevent or minimise any loss or interruption to the business and to prevent any further **Damage** or **Injury**
6. Not admit or repudiate liability, nor make any offer, compromise, promise or payment without **Our** written consent
7. Provide at **Your** expense a written claim containing as much information as possible of the **Damage** accident or injury including the amount of the claim
 1. Within 30 days of **Your** becoming aware of the event or occurrence or
 2. Within 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious person
8. Retain unaltered and unrepaired anything in any way connected with the **Injury, Damage** or consequential loss for as long as **We** may reasonably require
9. Make available at **Your** expense any books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
10. Provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter
11. Not abandon any property to **Us** whether **We** have taken it into **Our** possession or not

Our Control of Claims

1. **We** will have the right to settle the claim by
 - a. The payment of money
 - b. Reinstatement or replacement of the property lost or damaged
 - c. Repair of the property lost or damaged

If **We** decide to settle a claim by reinstatement, replacement or repair of property insured by this **Policy** **We** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance

We will not be responsible for temporary repairs carried out without **Our** consent (unless such temporary repairs are carried out under the Expediting Repairs extension to any Contract Works and Plant Insurance Section of this **Policy**) or any consequences nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of the repair

Where **Damage** is confined to a part of an item of property insured by this **Policy** **We** will be liable only for the value of that part plus the cost of necessary dismantling and erection for which **You** are responsible
2. **We** will have the right to the salvage of any property insured
3. **We** will be entitled at any time and at our discretion if **Damage** occurs which may lead to a claim
 - a. Enter or take possession of the premises

- b. Take possession of or require to be delivered to **Us** any property insured and to deal with such property for all reasonable purposes and in any reasonable manner without incurring liability or reducing **Our** rights

4. **We** are entitled to
 - a. Take the benefit of **Your** rights against another person before or after **We** have paid a claim
 - b. Take over the defence or settlement of a claim against **You** by another person

without incurring liability or reducing **Our** rights

We will not take the benefit of **Your** rights against any company standing in the relationship to subsidiary or of subsidiary to parent to **You** or any company which is a subsidiary to **Your** own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the damage occurred or the liability was incurred).

Discharge of Liability

We may pay at any time the Limit of Liability or the **Limit of Indemnity** or the **Sum Insured** or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

Other Insurances

Applicable to Section 6 Business Liabilities

1. If the insurance provided by this Section (including all its Sub Sections) is also covered by another **Policy** (or would be but for the existence of this Section) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected.

Applicable to all other Sections (except Section 8 Engineering Breakdown and Section 9 Commercial Legal Expenses) insured by this **Policy**

2. Where the **Damage** or liability covered by this **Policy** is also covered by another **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average
4. If the property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment **We** will make will be limited to the proportion of **Damage** as the **Sum Insured** bears to the value of the property

Subrogation

In the event of any payment under this **Policy** or the notification by **You** of any claim or any **Injury Damage** or consequential loss which would give rise to a claim or circumstance which is likely to give rise to a loss or claim **We** will be subrogated to all **Your** rights of recovery and **You** will execute all papers required and will do everything necessary to secure and preserve those rights including the execution of documents necessary to enable **Us** to effectively bring proceedings in **Your** name.

We agree not to exercise such rights against any company standing in the relationship to subsidiary or of subsidiary to parent to **You** or any company which is a subsidiary to **Your** own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the **Injury Damage** or consequential loss was incurred)

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

General Exclusions

The following General Policy Exclusions apply to all Sections of the Policy and all Clauses, Extensions and Endorsements unless otherwise stated

We will not be liable for any claim in respect of

1. Sonic Bangs

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

2. Marine Policies

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

3. Radioactive Contamination Nuclear Risks

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

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Section as far as concerns injury caused to any of **Your Employees** if such injury arises out of and in the course of employment or engagement of such person by **You** this General Exclusion will only apply in respect of

1. liability of any Principal
2. liability assumed by **You** under agreement and which would not have attached in the absence of such agreement

4. War, Government Action and Terrorism

1. **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a. War Government Action or Terrorism
 - b. Civil Commotion in Northern Ireland
2. 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 Provision

War will mean

war, invasion, acts of foreign enemies, hostilities or warlike operation or 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 means

martial law, confiscation, nationalisation, requisition, seizure 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 means

Any act or acts of any person(s) or organisation(s) involving including but not limited to

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

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 consequential loss is not covered by this insurance the burden of proving such **Damage** loss expense or consequential loss is covered will be upon **You**

Liability Provision

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy.

1. Where Section 6 Sub-Section C Employers Liability is Operative
We will indemnify **You** under Section 6 Sub-Section C Employers Liability Provided That in respect of any one event or all events of a series consequent on one original cause **Our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or attributed to by or arising from Terrorism will not exceed £5,000,000
2. Where Section 6 Sub-Section A Public Liability and Sub-Section B Products Liability is Operative
We will indemnify **You** under Section 6 Sub-Section A Public Liability and Sub-Section B Products Liability against legal liability costs and expenses directly or indirectly caused by or attributed to by or arising out of Terrorism Provided That **Our** liability for all compensation, costs and expenses will not exceed
 - a. in respect of or arising out of any one event or all events of a series consequent on one original cause AND all insured events occurring in 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
 - b. 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 lesser.

5. Pollution and Contamination (not Applicable to Section 6 Business Liabilities)

Damage caused by or arising from **Pollution or Contamination** except (unless otherwise excluded) destruction of or damage to the property insured caused by

1. **Pollution or Contamination** which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom 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
2. any of the contingencies in (a) above which itself results from pollution or contamination

6. Date Recognition (Not applicable to the Employers Liability Sub Section of this Policy)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or 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

1. correctly to recognise any date as its true calendar date
2. 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
3. to capture save or retain 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 correctly to process such data on or after any date

In respect of Material Damage, Business Interruption, Business Money, Specified All Risks Sections this General Exclusion shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire lightning, explosion, aircraft, or other aerial devices or articles dropped therefrom, earthquake, subterranean fire, riot civil commotion strikers locked-out workers persons taking part in labour disturbances, malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

7. Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any

1. computer, data processing equipment, electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, telecommunication equipment or systems or any similar device
2. media or systems used in connection with anything referred to in (i) above

so as to be able to recognise save retain manipulate interpret or process any date after 31st December 1999 where such computer or other property is unable to do so at the time of any **Damage** insured by this **Policy**

8. Loss of Data

Damage arising directly or indirectly from, or in connection with, or consisting of physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary of or **Damage** to Data of whatsoever nature, in whole or in part, including but not limited to loss of Data resulting from **Damage** whether tangible or intangible to Computer or Electronic Equipment or Data Storage Materials including while stored on Data Storage Materials whether **Your** property or not

For the purpose of this Exclusion

Computer or Electronic Equipment will mean

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications and networking equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto

Data Storage Materials will mean

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or device which may or may not also constitute Computer and Electronic Equipment

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programs, software or firmware, code or series of instructions

9. Computer Virus, Hacking, Denial of Service Attack

Damage arising directly or indirectly from, or in connection with, or consisting of

1. any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer or Electronic Equipment, electronic means of communication, web site
2. physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary of or **Damage** to Data of whatsoever nature, in whole or in part, including but not limited to loss of Data resulting from **Damage** whether tangible or intangible to Computer or Electronic Equipment or Data Storage Materials including while stored on Data Storage Materials whether **Your** property or not resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack and/or Hacking

For the purpose of this Exclusion

Computer or Electronic Equipment will mean

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications and networking equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto

Data Storage Materials will mean

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or device which may or may not also constitute Computer and Electronic Equipment

Hacking

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

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs Data files or operations whether involving self-replicating or not. The definition of Virus or Similar

Mechanism includes but is not limited to Trojan horses
worms and logic bombs

Section 1 Material Damage

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Buildings

1. structures at the **Premises**
2. landlords fixtures and fittings in and on the structures
3. central heating systems
4. small outside buildings, extensions, annexes and gangways
5. concrete paved or asphalted forecourts yards terraces drives and footpaths
6. walls gates and fences

Electronic Business Machines Computers and Software

Electronic Business Machines Computers and Software belonging to **You** or for which **You** are responsible, including up to an amount not exceeding £25,000 for computer system records but only for the value of the material together with the cost of the clerical labour and computer time expended in reproducing such records excluding any expenses in connection with the production of information to be recoded therein and the value to **You** of the information contained therein

Plant Machinery Trade Fixtures and Fittings

The property described below all belonging to **You** or held by **You** in trust for which **You** are responsible but excluding any property more specifically insured

1. Machinery plant fixtures fittings and other trade equipment
2. All office equipment other than **Electronic Business Machines Computers and Software** and other contents
3. Documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
4. Patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
5. Directors partners visitors and employees personal effects in so far as they are not otherwise insured including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £500 any one person but any cover granted by this insurance for **Damage** by theft will not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment mobile telephones cameras money and securities of any description
6. Wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £250 in total in respect of **Damage** by theft (if insured)
7. To the extent that they are not otherwise insured motor vehicles, motor chassis and their contents

Portable Hand Tools

Portable Hand Tools the property of **You** and/or **Your Employees** for which **You** have accepted responsibility and not more specifically insured Provided that

1. the maximum value any one tool will not exceed £750
2. **Our** maximum liability will not exceed the amount stated in the **Schedule**

Rent

The money paid or payable to **You** in respect of accommodation and services provided at the **Premises**

Stock in Trade

Stock and materials in trade work in progress and finished goods all owned by **You** or held by **You** in trust for which **You** are responsible

Tenants Improvements

Structural fixtures and fittings and decorations belonging to **You** as occupier of the **Premises**

What is Covered

We will indemnify **You** against **Damage** caused by any of the Insured Perils to the **Property** described in the **Schedule** happening at the **Premises** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

The Sums Insured under each item is separately subject to **Average**

Limitation

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed

1. the **Sum Insured** on each item or
2. the Total **Sum Insured** or
3. any other maximum amount payable or Limit of Liability

Insured Perils

1. Fire excluding **Damage** caused by
 - a. explosion resulting from fire
 - b. earthquake or subterranean fire
 - c. its own spontaneous fermentation or heating
 - d. its undergoing any process involving the application of heat
2. Lightning
3. Explosion excluding **Damage**
 - a. caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to **You** or under **Your** control where its internal pressure is due to steam only
 - b. to any boiler economiser or other vessel machine or apparatus or its contents resulting from the explosion thereof but this will not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only
4. Aircraft and/or other aerial devices and/or articles dropped therefrom
5. Earthquake, Subterranean Fire
6. Riot Civil Commotion Strikers Locked Out Workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **Damage**
 - a. resulting from the cessation of work
 - b. resulting from confiscation or destruction or requisition by order of any government, municipal local or customs authority
7. Malicious Persons not acting on behalf of or in connection with any political organisation excluding **Damage**
 - a. resulting from the cessation of work
 - b. resulting from confiscation or destruction or requisition by order of any government, municipal local or customs authority
 - c. caused by Theft
 - d. when the **Premises** are **Empty or Disused**
8. Theft or attempted theft involving
 - a. entry to or exit from the Building at the **Premises** by forcible and violent means
 - b. violence or threat of violence to **You** or any director partner or **Employee** or their families
 excluding **Damage**
 - i. in respect of any loss from any structure which is incapable of being locked
 - ii. in respect of **Property** in the open in respect of **Stock in Trade** at Exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside exhibition business hours

- iii. in respect of **Property** insured in any portion of the **Premises** which is **Empty or Disused**
 - iv. in respect of any dishonest or fraudulent action by **You Your** partners directors or **Employees** or any person lawfully on the **Premises**
 - v. in respect of any jewellery precious metals stones or articles composed from them money works of art curiosities rare books bullion or furs unless specifically mentioned in the **Schedule** as being insured
9. Storm, Tempest excluding **Damage**
- a. caused by the escape of water from the normal confines of any natural or artificial water course lake reservoir river canal or dam
 - b. caused by inundation from the sea whether resulting from storm or otherwise
 - c. caused by frost subsidence ground heave or landslip
 - d. attributable solely to change in the water table level
 - e. to fences gates and moveable property in the open or in open sided buildings
10. Flood excluding **Damage**
- a. caused by Storm or Tempest
 - b. caused by the escape of water from any tank apparatus or pipe
 - c. caused by frost subsidence ground heave or landslip
 - d. attributable solely to change in the water table level
 - e. to fences gates and moveable property in the open or in open sided buildings
11. Escape of Water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding **Damage**
- a. caused by water discharged or leaking from any automatic sprinkler installation
 - b. when the **Premises** are **Empty or Disused**
 - c. arising from the gradual emission or seepage from any fixed oil heating installation
12. Impact by falling tress or boughs, any animal or road vehicle or the collapse or breakage of television or radio receiving aerials or satellite dishes excluding **Damage** caused by felling lopping or pruning
13. Accidental Discharge or Leakage of Water from any Automatic Sprinkler Installation fitted in the **Premises** excluding **Damage** caused by or attributable to
- a. Explosion earthquake subterranean fire or heat caused by fire
 - b. freezing when the **Premises** in so far as it is in **Your** ownership or tenancy are **Empty or Disused**
 - c. repairs alterations or extensions to the Buildings and/or sprinkler installations
 - d. defects in construction nor condition of which **You** are aware
14. Accidental Damage excluding
- a. **Damage** caused by or specifically excluded from any of the Insured Perils 1-13 whether covered or not
 - b. **Damage** caused by theft or any attempt threat not involving
 - i. entry to or exit from the Building at the **Premises** by forcible and violent means
 - ii. violence or threat of violence to **You** or any director partner or **Employee** or their families
 - c. **Damage** caused by or consisting of
 - i. wear and tear, inherent vice, latent defect, gradual deterioration, faulty or defective design or materials, change in water table level, frost
 - ii. faulty or defective workmanship, operational error or omission by **You Your** partners directors or **Employees** or any contracted consultant
 - iii. the bursting by steam pressure of a boiler (not being a boiler used only for domestic purposes) economiser or other vessel machine or apparatus in which the internal pressure is due to steam only and belonging to **You** or under **Your** control

BUT this does not exclude the subsequent **Damage** which results from a cause not otherwise excluded
- d. **Damage** caused by or consisting of
- i. corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness bruising marring scratching vermin or insects moths
 - ii. mould or toxic mould
 - iii. change in temperature colour flavour texture or finish action of light or atmosphere
 - iv. 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 therewith
 - v. mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates
- BUT this shall not exclude
- a. such **Damage** not otherwise excluded which itself results from any other Accidental Damage
 - b. any subsequent **Damage** which itself results from a cause not otherwise excluded
- e. **Damage** caused by or consisting of
- i. subsidence ground heave or landslip
 - ii. normal settlement or bedding down of new structures or extensions
 - iii. acts of fraud or dishonesty
 - iv. disappearance unexplained or inventory shortage misfiling or misplacing of information
 - v. electrical or magnetic injury disturbance or erasure of electronic records
 - vi. cessation of work
- f. **Damage to Property** resulting from its undergoing any process of
- i. cleaning dyeing restoring adjusting or repairing
 - ii. production
 - iii. packing treatment testing commissioning service or repair
- g. **Damage** or destruction of any Building or structure caused by its own collapse or cracking
- h. **Damage** when the **Premises** are **Empty or Disused**
- i. **Damage** attributable solely to change in the water table level
- j. **Damage** to fences gates and moveable property in the open or open sided buildings caused by wind, rain, hail, sleet, snow or dust
- k. **Damage** arising during installation maintenance removal or use contrary to the manufacturers instructions or interference with any component part
- l. **Damage** in respect of
- i. jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art
 - ii. **Property** in transit
 - iii. glass, sanitaryware, china, earthenware, marble or other fragile or brittle articles
 - iv. **Money, Non Negotiable Money** cheques, stamps, credit cards, bonds or securities of any description
 - v. livestock growing crops or trees
- Unless specifically mentioned in the **Schedule**
- m. **Damage** to
- i. Vehicles licensed of road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft
 - ii. Property or structures in course of construction or erection and materials or supplies in connection with all such property or structures in course of construction or erection
 - iii. land, roads, piers, jetties, bridges, culverts or excavations
- unless specifically mentioned in the **Schedule**
- n. **Damage** occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

What is Not Covered

We will not be liable under this Section for

1. delay loss of market loss of use monetary devaluation or consequential loss of any kind or description except loss of rent when such loss is insured by this Section
2. any **Property** more specifically insured by **You** or on **Your** behalf
3. **Property** let out on hire
4. **Damage** to that portion of any item caused by its own self ignition
5. **Damage** resulting from **You** voluntarily parting with title or possession of any **Property** or rights to **Property**
6. **Damage** to any part of any electrical plant or apparatus directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but **Damage** to any other part of such plant or apparatus or to other **Property** insured by the spread of fire therefrom is not excluded
7. showcases automatic or vending machines or their contents situate outside the buildings of the **Premises** unless specifically mentioned in the **Schedule**

Section Extensions

The insurance provided by this Section is extended to include the following subject to all other terms conditions limitations and exceptions of this **Policy**

A. Annexes

Any **Property** comprising of

1. annexes conveniences and external hoists gangways and staircases
 2. extensions communicating with any of the buildings within described
 3. sub-stations
- are insured under the respective items applying to the property to which such property is attached or belongs

B. Capital Additions

The insurance by this Section on buildings and contents extends to include:

1. alterations additions and improvements to such property
2. any newly acquired and/or newly erected buildings or buildings in the course of erection anywhere in the Great Britain, Northern Ireland the Isle of Man or the Channel Islands

We will not be liable under this extension for

1. any **Property** for which any contractor is responsible for
2. any **Property** otherwise insured
3. any loss due to appreciation in value

Special Conditions applicable to this Extension

1. **Our** maximum liability under this extension in respect of any one **Premises** will not exceed 10% of the **Sum Insured** under the relevant item or £250,000 in the aggregate whichever is the lesser
2. **You** provide full particulars of such extension in cover as soon as practicable and to pay the additional premium required from its inception date

C. Professional Fees

The insurance by each item on Buildings and Contents (excluding Stock in Trade) includes an amount for architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its **Damage** but not for preparing any claim.

The total amount **We** will pay under this Extension and the Section for any Item will not exceed its **Sum Insured** (or Declared Value) or Limit of Liability

D. Contract Sale Price

In the event that a contract for the sale of goods (not yet delivered) is cancelled following **Damage** to the goods by reason of conditions attaching to the contract then **We** will pay the contract price for the goods which have suffered **Damage**

Any calculation for the purposes of **Average** will be on the basis of the contract price for all goods sold but not delivered whether suffering **Damage** or not

E. Contracting Purchasers Interest

If at the time of **Damage** **You** have contracted to sell the interest in any building insured and the purchase is subsequently completed the purchaser on completion of the purchase will subject to the building being not otherwise insured by or on behalf of the purchaser be entitled to benefit under this section so far as it relates to such **Damage** without prejudice to **Our** or **Your** rights and liabilities under this Section until the date of completion

F. Day one Basis

This Extension is only applicable to the items showing a Declared Value (DV) as stated in the **Schedule**

1. **You** have stated in writing the Declared Value incorporated in each item to which this extension applies and **We** have calculated the premium accordingly. For the purposes of this Extension

Declared Value will mean

Your assessment of the cost of reinstatement of **Buildings, Tenants Improvements, Plant Machinery Trade Fixtures and Fittings and Electronic Business Machines Computers and Software** and arrived at in accordance with the Basis of Claims Settlement – other than Stock in Trade Condition at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for

- a. The additional cost of reinstatement to comply with European Community Legislation, Acts of Parliament or local authority byelaws
 - b. Professional fees
 - c. Costs of debris removal
2. **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**
- If **You** fail to notify **Us** of the Declared Value at the start of the **Period of Insurance** **We** will use the last Declared Value notified to **Us** for the following **Period of Insurance**
3. Special Conditions 2 and 3 of the Basis of Claims Settlement are restated as follows

2. If at the time of the **Damage** the Declared Value is less than the cost of reinstatement of the whole of the **Property** covered by any item at the start of the **Period of Insurance** **Our** liability for any **Damage** will be limited to that proportion the Declared Value bears to the cost of reinstatement of the **Property**
3. **We** will not pay under this Condition
 - a. Until **You** have incurred the cost of replacing or repairing the **Property** insured
 - b. If **You** or someone acting on **Your** behalf have insured the **Property** under another **Policy** which does not have the same basis of reinstatement

- c. If **You** do not comply with any of the provisions of this Condition
4. The Sums Insured will be limited to the percentage of the Declared Value stated in the **Schedule**

G. Damage by Emergency Services

The insurance by this Section extends to cover the additional costs of restoring any **Damage** caused to landscaped gardens and grounds by the Emergency Services in attending the **Premises** as a result of the operation of any Insured Peril insured under this Section

The maximum amount **We** will pay under this extension in respect of any one claim is £10,000

H. Debris Removal and Machinery Re-erection Costs

The insurance by each item of **Property** (Buildings and Contents) includes the reasonable costs and expenses necessarily incurred by **You** with **Our** written consent in

1. removing debris from the **Premises** and the area immediately adjacent thereto
2. dismantling and/or demolishing, shoring up or propping
3. re-erecting fitting and fixing (in respect of **Plant Machinery Trade Fixtures and Fittings**)

the portions of the **Property** insured as a result of **Damage** insured by this Section

The maximum amount **We** will pay under this extension for any Item will not exceed its **Sum Insured** (or declared value) or Limit of Liability

I. Drain Clearance

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

J. European Union and Public Authorities

Following **Damage** as insured under this Section to each item under Buildings and Contents (excluding Stock in Trade) **We** will pay the additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of European Community Legislation, regulations under Acts of Parliament or local authority byelaws PROVIDED THAT:

1. **You** receive the notice to comply after the **Damage** occurs
2. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case completed within twelve months of the date of the **Damage** or within such further time as **We** may allow and agree in writing (during the said twelve months)
3. The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this Extension not being increased

We will not be liable under this extension for

1. Any costs incurred
 - a. In respect of **Damage** not insured by this Section
 - b. In respect of **Damage** occurring prior to the granting of this Extension
 - c. Under which notice has been served upon **You** prior to the happening of the **Damage**
 - d. For which there is an existing requirement which has to be implemented within a given period
 - e. Associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws

2. The additional cost that would have been required to make good the **Property** insured destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the stipulations and/or regulations not arisen
3. The amount of any charge or assessment arising out of capital appreciation following compliance with the stipulations and/or regulations

Special Conditions applicable to this Extension:

1. If **Our** liability under any item of this Section apart from this Extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in like proportion
2. The total amount recoverable under any item of this Section shall not exceed
 - a. 15% of the **Sum Insured** or Limit of Liability
 - b. Where the **Sum Insured** by the item applies to **Property** at more than one **Premises** then 15% of the total amount **We** would have been liable to pay had the **Property** insured at the **Premises** where the **Damage** has occurred been wholly destroyed
 - c. In respect of undamaged or undamaged portions of **Property** insured (other than foundations) 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed

K. Exhibitions

The insurance by this Section is extended to include **Property** (including Stock in Trade) whilst at any Exhibition within Great Britain, Northern Ireland the Isle of Man or the Channel Islands

The maximum amount **We** will pay under this extension in respect of any one claim is £5,000

L. Fire Extinguishing Expenses

As a result of **Damage** as insured by this Section **We** will pay the additional costs reasonably incurred by **You** in refilling, recharging or replacing portable fire extinguishing appliances, replacing used sprinkler heads and refilling sprinkler tanks

The maximum amount **We** will pay under this extension in respect of any one claim is £10,000

M. Lock Replacement

We will pay the reasonable cost of replacing safe, strongroom, external door and window locks at the **Premises** following the Theft (as insured herein) of keys from the **Premises**, from **Your** home or the home of any partner director or **Employee**.

Provided That the keys to any safe or strongroom are

1. removed from the **Premises** overnight
2. kept in a secure place away from the safe or strongroom when **You** or an **Employee** occupies the **Premises**

The maximum amount **We** will pay under this extension in respect of any one claim is £2,500

N. Loss of Metered Water or Heating Oil

We will pay the additional meter water or heating oil charges incurred by **You** as a result of water or heating oil being accidentally discharged from a fixed metered water or oil fired heating installation providing service to the **Premises**

The maximum amount **We** will pay under this extension in respect of any one claim is £2,500

We will not be liable under this extension for

1. The first £250 of any loss
2. Any loss not discovered within 180 days
3. Any loss occurring whilst the **Premises** are **Empty or Disused**

O. Mortgages Freeholders and Lessors

The act or neglect of any mortgagor leaseholder lessee or occupier of any building hereby insured whereby the risk of **Damage** is increased without the knowledge of any mortgagee freeholder or lessor will not be prejudice the interest of the latter parties in this insurance provided they notify **Us** immediately on becoming aware of such increased risk and pay any additional premium

P. Non Invalidation

The insurance by this Section will not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control provided that **You** immediately **You** become aware thereof will give notice to **Us** and pay any additional premium if required

Q. Other Interests

The interests of third parties which **You** are required to include herein under the terms of any mortgage, property lease, hiring lease or hire purchase agreement are automatically noted in this insurance the nature and extent of such interest to be disclosed in the event of **Damage**

R. Rent

The insurance on rent applies only if any Buildings or any part thereof are unfit for occupation in consequence of **Damage** thereto but the amount payable will not exceed such proportion of the **Sum Insured** on Rent as the period necessary for reinstatement bears to the term of rent insured

S. Signs Nameplates and Lamps

The insurance by this Section is extended to include **Damage** to Signs, Nameplates and Lamps used in connection with the **Business** at the **Premises**.

The maximum amount **We** will pay under this Extension in respect of any one item will not exceed £1000

T. Temporary Removal

The insurance by this Section is extended to include **Damage**

1. to Property other than **Stock in Trade** whilst temporarily removed from the **Premises** for cleaning renovation repair or similar purposes to any other premises within the Great Britain Northern Ireland the Isle of Man or the Channel Islands including transit thereto and therefrom
2. where an item includes Documents manuscripts and business books such Documents manuscripts and business books whilst temporarily removed to any premises not in **Your** occupation within the Great Britain Northern Ireland the Isle of Man or the Channel Islands including transit thereto and therefrom

The maximum amount **We** will pay under this extension in respect of any one claim is 10% of the **Sum Insured** for each item and in respect of Documents manuscripts and business books 10% of the total value thereof

We will not be liable under this extension for

1. **Property** more specifically insured
2. **Property** insured removed for a period greater than 90 days unless otherwise agreed by **Us** in writing

U. Temporary Removal between Premises

The insurance by this Section is extended to include **Property** including Stock in Trade transferred between **Premises** described in the **Schedule** including transit thereto and therefrom

Provided that the maximum amount **We** will pay under this extension does not exceed the amount which would have been recoverable had the **Damage** occurred at the **Premises** from which the **Property** is transferred or £50,000 whichever is the lesser in respect of such transfers at any one time.

V. Theft Damage to Buildings

We will pay the cost of repair following **Damage** by theft or any attempt thereto to the buildings at the **Premises** (whether the buildings are insured or not) if **You** are responsible for the repairs and the **Damage** is not otherwise insured

W. Trace and Access

We will pay the reasonable costs incurred by **You** and agreed by **Us** in locating the source and subsequent making good loss or **Damage** resulting from

1. the escape of water from any tank apparatus or pipe
2. accidental damage to cables underground pipes drains serving the **Premises**

The maximum amount **We** will pay under this Extension in respect of any one claim and in the aggregate in any one **Period of Insurance** is £25,000

X. Underground Services

We will pay the cost of repair following Accidental Damage for which **You** are legally liable to cables underground pipes and drains (including their relevant inspection covers) supplying services to and carry waste from the **Premises** to the point of junction with public supply lines mains and sewers

The maximum amount **We** will pay under this extension in respect of any one claim is £10,000

We will not be liable under this extension for

1. The costs of maintenance
2. **Damage** caused by
 - a. rust, corrosion, gradual deterioration, rot or fungus, vermin, insects, atmospheric or climatic conditions or other wear and tear
 - b. normal settlement or shrinkage
 - c. faulty workmanship, defective design or use of defective materials

Y. Workmen

Workmen are allowed in or about any of the **Premises** described in the **Schedule** for the purposes of carrying out minor alterations repairs decoration and any maintenance without prejudice to this **Policy**

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole policy

A. Average

If the **Sum Insured** at the time of the **Damage** is less than the actual value of the Property **You** will be **Your** own insurer for the difference and bear a rateable share of the loss accordingly

B. Automatic Reinstatement

In the event of **Damage** under this Section **We** will unless there is written notice by **You** or **Us** to the contrary automatically reinstate the **Sum Insured** Provided That

1. **You** undertake to pay the appropriate additional premium
2. **You** will take immediate steps to carry out any alterations to the protections at the Premises which **We** may require

C. Basis of Claim Settlement – Other than Stock in Trade

Following **Damage** to property other than **Stock in Trade** under this Section by any of the Insured Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the property lost or damaged.

For this purpose "reinstatement" means

1. the rebuilding or replacement of Property lost or destroyed which Provided That **Our** liability is not increased may be carried out
 - a. in any manner suitable to **Your** requirements
 - b. upon another site
2. 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

1. **Our** liability for the repair or restoration of the property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
2. 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 clause exceeds its **Sum Insured** at the commencement of any **Damage** **Our** liability will not exceed that proportion of the amount of the **Damage** which the said **Sum Insured** shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time
3. no payment beyond the amount which would have been payable in the absence of this Clause 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 its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
4. all the terms and conditions of the **Policy** shall apply
 - a. in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby
 - b. where claims are payable as if this Clause had not been incorporated

5. When **We** decide or are required to reinstate or replace any **Property** insured **You** will at **Your** own expense provide all such plans, documents, books and information as may reasonably be required
6. **We** will not be obliged to reinstate property insured exactly but only in a satisfactory manner as circumstances allow

D. Basis of Claims Settlement – Stock in Trade

Following **Damage** to **Stock in Trade** under this Section by any of the Insured Perils **We** will pay **You** the value of the Property at the time of such **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

Provided that if the **Sum Insured** at the time of the **Damage** is less than 85% of the full cost of replacement at the current prices then **Our** liability will be limited to that proportion of the **Damage** which the **Sum Insured** bears to the value of the **Property** insured.

E. Change of Occupancy

You must tell **Us** immediately if

1. Any building becomes **Empty or Disused**
2. Any building stated in the **Schedule** as **Empty or Disused** or any part of it becomes occupied

F. Construction heating and occupation of the buildings

Unless otherwise stated in the **Schedule** the **Premises** are

1. occupied by **You** for the sole purpose of the **Business** and otherwise only as a private dwelling
2. constructed of brick stone or concrete
3. roofed with slates tiles concrete metal or other non combustible materials
4. heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open, overhead gas or electrical appliances, gas or electric fires in offices only

G. Designation

For the purposes of determining where necessary the item or column heading under which any **Property** is insured **We** agree to accept the designation under which such **Property** has been entered in **Your** books or business records

H. Fire Break Doors and Shutters

It is a condition precedent to liability for **Damage** by Fire that all fire break doors and shutters

1. be kept closed except during Business Hours
2. be maintained and kept in efficient working order

I. Fire Alarms

It is a condition precedent to liability for **Damage** by Fire that **You**

1. Carry out the testing and checking requirements in relation to the automatic fire alarm installation(s) referred to on any completion certificate and remedy promptly any defect disclosed and
2. Carry out the maintenance procedures in relation to the automatic fire alarm installation(s) specified by the manufacturers of the equipment and
3. Notify **Us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for more than 12 hours or more, record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by **Us** or **Our** representatives
4. Keep in force during the **Period of Insurance** a contract with an approved installing engineers providing for the maintenance of and inspection of the installation

J. Fire Extinguishment – Automatic Sprinkler Installations

It is a condition precedent to liability **You** undertake the following

1. **You** must
 - a. provide to **Us** advance notice in writing if any part of the system is to be altered repaired or rendered inoperative
 - b. notify **Us** immediately by telephone or facsimile in the event of any emergency and take precautions advised by **Us**
 - c. allow **Us** to have access to the **Premises** at all times to inspect or witness the testing of the system
2. **You** must have a contract with an approved installing engineers providing for the maintenance of and half-year inspection of the installation and to obtain from them following each inspection certification that they are in full and proper working order
3. **You** must carry out the following tests checks or inspections and promptly rectify any defects faults or shortcomings revealed by such tests checks or inspections and ensure that any such automatic sprinkler installations are in full and proper operation at all times
 - a. a daily test to establish the condition of the circuit between
 - i. the circuit between the alarm switch and the control
 - ii. the connection with the public fire station or alarm receiving centre or public fire brigade control (unless the fire brigade have given a written undertaking to carry out this test)
Except where it is continually monitored or is such that one break of wires will not prevent an alarm signal being transmitted (for example a ring circuit) in which case the test should be completed weekly
 - b. a weekly test of each installation alarm gong recording the time taken for the alarm to sound
 - c. a weekly inspection to ensure that all of the following are fully opened and secured by means of a suitable strap and padlock
 - i. installation and main stop valves
 - ii. incoming water supply stop valves
 - iii. subsidiary stop valves
 - d. a weekly check of any alternate or dry installation valves for correct air pressure and settings including accelerator exhausters air compressors ancillary valves
 - e. a weekly test to establish the condition of the relevant batteries
 - f. a weekly test for the purpose of ascertaining that the sprinkler water supply pump(s) can be started both automatically and manually ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 10 minutes
 - g. a weekly check of the electrically driven pump(s) to ensure that all
 - i. isolators are correctly set
 - ii. circuit breakers are correctly set
 - iii. electrical supply phase indicators are illuminated
 - h. a weekly check of all diesel driven pump(s) engine oil level, fuel tank content, internal coolant circuits, battery electrolyte level, battery charger oil hoses water hoses oil coolers exhaust systems turbo chargers drive belt tensions and where replenishment or rectification is required this is carried out immediately on conclusion of the tests
 - i. a weekly
 - iii. a test of the air and water charging equipment
 - ii. check of the air pressure tank water level AND the air pressure

- iii. a test of the air and water charging equipment
 - i. a weekly check of the water storage tank(s) water level, the automatic refilling mechanism that the incoming supply valves are correctly set that the incoming supply valves are functional and that any frost precautions are in operation
4. **You** must display prominently at each storage area covered by an automatic sprinkler installation a notice of the terms agreed with **Us** which specifies the following AND comply with the terms of the notice also ensuring the compliance of **Your** partners directors and **Employees**
 - a. The description of goods which may be stored
 - b. The type of storage
 - c. The maximum height of storage
 - d. The minimum permitted clearance between goods stored and the sprinkler deflectors

K. Fire Extinguishment – Other Appliances

It is a condition precedent to liability that in respect of all fire extinguishing appliances on the Premises **You**

1. Inspect the appliances in accordance with the manufacturer/installers instructions for the purpose of ascertaining they are in proper working order
2. Maintain during the currency of this **Policy** a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment
3. Remedy promptly any defect whether disclosed by such inspections or otherwise

Subject to the observance of this condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control

L. Index Linking

The **Sum Insured** and where appropriate the Declared Value by each item of Section 1 of the **Schedule** is subject to **Index Linking**

M. Intruder Alarm System

The following definitions apply to this Condition and will keep the same meaning wherever they appear in this Condition

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 liability for **Damage** following entry or attempted entry to or exit from the **Premises** by forcible and violent means

1. the **Premises** are protected by an **Intruder Alarm System** installed as agreed by **Us**
2. the **Intruder Alarm System** will be maintained in full and efficient working order under a contract to provide both corrective and preventative 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**

the procedures agreed with **Us** for Police or any other response to any activation of the **Intruder Alarm System**

- b. the maintenance contract be made without **Our** written consent
4. the **Alarmed Premises** will 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** will 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** will attend the **Premises** as soon as reasonably possible
9. In the event **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 will advise **Us** as soon as possible and in any event not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by **Us**

N. Minimum Standard of Security

It is a condition precedent to **Our** liability that the following minimum level of security or alternative security protections agreed in writing by **Us** whether following a survey or otherwise is installed at the **Premises** and put into effect whenever the **Premises** are closed for business or left unattended

Doors

1. On timber final exit doors (excluding sliding doors)
 - a. if single leaf, a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted
 - b. If double leaf,
 - i. on the first closing leaf flush or barrel (of at least 200mm (8inches) long) bolts fitted top and bottom in every case OR key operated locks or bolts fitted top and bottom in every case
 - ii. on the second closing leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted 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. All other timber external doors or internal doors giving access to any part of the **Premises** not solely occupied by **You** or to any adjoining premises (excluding sliding and/or fire exit doors)

- a. if single leaf, a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted or key-operated mortice rack bolts fitted top and bottom
 - b. If double leaf,
 - i. on the first closing leaf flush or barrel (of at least 200mm (8inches) long) bolts fitted top and bottom in every case OR key operated locks or bolts fitted top and bottom in every case
 - ii. on the second closing leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted 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) multipoint locking devices or cylinder key operated mortice deadlock and if double leaf flush bolts on the first closing leaf
 4. On steel final exit doors AND steel 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 internally or externally
 6. On sliding patio doors
 - a. a manufacturers patent key-operated locking system which engages bolt work into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least 3 points, where the bolt work engages with the side frame the bolt hooks or shoot bolts must be mushroom headed
OR
 - b. two key operated patio door locks fitted internally one at the top and one at the bottom of each opening section

Windows

1. all opening external basement and ground floor windows and fanlights and other opening windows, fanlights, rooflights and skylights which are accessible from roofs, balconies, fire escapes, or down pipes
 - a. Key operated window locks – with the keys removed when in operation
OR
 - b. Solid steel bars not less than 16mm (5/8th inch) diameter and not more than 125mm (5 inches) apart, weldmesh or expanded metal grilles fixed to the brickwork or masonry surrounding the window.
2. Louvres in windows and fanlights, rooflights and skylights must be permanently fixed in place unless already protected by bars and grilles as detailed in 1b above

Fire Exit Doors and Windows

1. Any door or window which is officially designated a Fire Exit by a fire authority
 - a. Internally with panic bars or fire exit bolts (capable of opening at all times) together with hinge bolts top and bottom
 any additional devices must be approved by the local Fire Prevention Officer

O. Requirements

It is a condition precedent to liability for **Damage** under this Section that unless agreed by **Us** in writing any requirements set out by **Us** be implemented within the timescales specified.

P. Security Protections

It is a condition precedent to liability for **Damage** arising out of or in connection with Fire, Explosion, Riot Civil Commotion Strikers Locked Out Workers or persons taking part in labour disturbances, Malicious Persons, Theft or attempted theft that

1. When the **Premises** are closed outside **Business Hours** or whenever the **Premises** are left unattended all locks, bolts and other security devices including any intruder alarm system(s) are put into full and effective operation
2. Any keys to the **Premises** and/or intruder alarm system(s) are removed from the **Premises** whenever the **Premises** are closed for business or are left unattended for any reason whatsoever
3. **You** maintain the secrecy codes for the operation of the intruder alarm system(s) to authorised persons and no details of same are left on the **Premises**

Section 2 Business Interruption

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Damage

Loss or damage to the **Property** used by **You** at the **Premises** for the purpose of the **Business**

Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with **Our** consent

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending when the results of the **Business** shall cease to be affected by the **Damage** but not exceeding the **Maximum Indemnity Period**

Maximum Indemnity Period

The number of months stated in the **Schedule**

Turnover

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

Standard Turnover

The turnover during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Gross Revenue

The money paid or payable to **You** as fees for services rendered in the course of the **Business** at the **Premises** (less the amount of any **Uninsured Working Expenses**)

Uninsured Working Expenses

Purchases less discounts received
Bad Debts
Carriage freight and packing
Discounts allowed

Gross Profit

The amount by which

- the sum of the **Turnover** and the amounts of the closing stock and work in progress shall exceed
- the sum of the amounts of the opening stock and work in progress and the amount of **Uninsured Working Expenses**

For the purposes of this definition the amounts of the opening and closing stocks and work in progress will be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation

Rate of Gross Profit

The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**

Rate of Gross Revenue

The rate of **Gross Revenue** earned on the **Turnover** during the financial year immediately before the date of the **Damage**

Standard Gross Revenue

The **Gross Revenue** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity period**

NOTE applicable to the **Rate of Gross Profit, Rate of Gross Revenue, Standard Turnover, and Standard Gross Revenue**
Adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which would but for the **Damage** would have been obtained during the relative period after the **Damage**

Customer Accounts

Your accounts of all customers who are trading with **You** on a credit or hire purchase basis

Outstanding Debit Balances

The total last recorded by **You** for

- Bad Debts
- Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the period between the date to which said last record relates and the date of the **Damage**
- Any abnormal condition of trade which had or could have had a material effect on the **Business**

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

What is Covered

We will indemnify **You** in respect of loss resulting from the interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of **Damage** to the **Property** insured used by **You** at the **Premises** for the purposes of the **Business** occurring during the **Period of Insurance** by any of the Insured Perils under Section 1 Material Damage or Explosion (as defined in Section Condition – Explosion of this Section) unless otherwise stated in the **Schedule**

Provided that

- We** have made a payment or admitted liability for the **Damage** under an insurance covering **Your** interest in the **Property**
OR
- A payment would have been made or liability admitted for the **Damage** but for the operation of a provision in such insurance excluding liability for losses below a specified amount

The Sums Insured under each item is separately subject to **Average**.

Limit of Liability

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed the **Sum Insured** on each item or any other maximum amount payable or Limit of Liability

Basis of Cover

A. Gross Profit

The insurance in respect of **Gross Profit** is limited to loss of **Gross Profit** due to

- Reduction in **Turnover** and
- Increase in Cost of Working**
and the amount payable as indemnity thereunder will be:
 - In respect of reduction in **Turnover**:
the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during

the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Turnover**

- b. In respect of **Increase Cost of Working** incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided
less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**

B. Gross Revenue

The insurance in respect of **Gross Revenue** is limited to loss of **Gross Revenue** due to

1. Reduction in **Gross Revenue** and
2. **Increase in Cost of Working**

and the amount payable as indemnity thereunder will be:

- a. In respect of reduction in **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** will in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- b. In respect of **Increase Cost of Working** incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**

C. Increase in Cost of Working

The insurance in respect of **Increased Cost of Working** will be payable for the amount incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

D. Outstanding Debit Balances

In the event of **Damage** by any of the Insured Perils under Section 1 Material Damage to any of **Your** books of account or other business books or records whilst on **Your Premises** or temporarily removed to any premises elsewhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man or in transit between them which results in **Your** inability to trace or establish the **Outstanding Debit Balances** **We** will indemnify **You** for

1. the difference between the amount of the **Outstanding Debit Balances** and the total amounts received or traced in respect thereof
2. the additional expenditure incurred with **Our** consent in tracing and establishing **Customer Account** debit balances after the **Damage**
3. auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

Provided That

- a. the maximum amount **We** will pay in any one **Period of Insurance** will not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**
- b. If at the time of the **Damage** the **Sum Insured** stated in the **Schedule** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced

- c. **Your** books of account or other business books or records are kept in fire resisting cabinets when not in use

- d. **You** will record the total amount of **Outstanding Debit Balances** at least once every seven (7) days and keep a copy either in a locked fire resistant safe or cabinet at the **Premises** or away from the **Premises**

We will not indemnify **You** as a result of

1. the erasure or distortion of information on computer systems or other records
2. the deliberate falsification of business records
3. mislaying or misfiling of records or tapes
4. wear tear and gradual deterioration vermin rust damp or mildew
5. dishonest or fraudulent acts by any of **Your Employees**
6. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
7. the failure to collect debts which have been traced and established

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

A. Alternative Trading

If during the **Indemnity Period** goods are sold accommodation provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales accommodation or services will be brought in to account in arriving at the **Turnover Gross Revenue** or **Gross Profit** during the **Indemnity Period**

B. Automatic Reinstatement

In the event of **Damage** under this Section **We** will unless there is written notice by **Us** or **You** to the contrary automatically reinstate the **Sum Insured** Provided That **You** undertake to pay the appropriate additional premium on the amount of the loss from the date thereof to the date of expiry of the **Period of Insurance**

C. Average

In the event of **Damage** giving rise to a claim under this Section; if the **Sum Insured** on **Gross Profit** or **Gross Revenue** is less than the sum produced by applying the **Rate of Gross Profit** or **Rate of Gross Revenue** to the **Standard Turnover** or **Standard Gross Revenue**, **You** will be **Your** own insurer for the difference and bear a rateable share of the loss accordingly.

D. Accumulated Stocks

In adjusting any loss account will be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the **Premises** or elsewhere

E. Current Cost Accounting

For the purposes of these Section Definitions any adjustment implemented in current cost accounting will be disregarded

F. Departmental

If the **Business** is conducted in departments and independent trading results are ascertainable the Basis of Cover of the **Gross Profit** or **Gross Revenue** items will apply separately to each department affected by the **Damage**.

Where this insurance is not on a declaration linked basis if the **Sum Insured** by such item is less than the total of all the sums produced by applying the **Rate of Gross Profit** or **Rate of Gross Revenue** for each department of the **Business** (affected by the **Damage** or not) to its relative **Annual Turnover** (proportionately increased where the **Maximum Indemnity Period** exceeds 12 months) **You** will be **Your** own insurer for the difference and bear a rateable share of the loss.

G. Excess

We will deduct the amount of the **Excess** and/or **Voluntary Excess** stated in the **Schedule** in respect of each and every claim as calculated after the application of all other terms and conditions of this Section

H. Explosion

For the purposes of this Section the Insured Peril Explosion shall be restated as follows

Explosion

1. of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire
2. otherwise excluding **Damage** caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to **You** or under **Your** control

I. First Year Trading

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the **Gross Profit** or **Gross Revenue** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Gross Profit** or **Gross Revenue** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Gross Profit** or **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage**

J. Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if required

K. Professional Accountant Charges

We will pay **Your** reasonable auditors and professional accountant charges for

1. producing any particulars or details contained in **Your** books of account or other business books or documents or other such proofs information or evidence as may be required by **Us** to investigate any claims and
2. confirming that such proof, information or evidence is in accordance with **Your** books of account or other documents

L. Premium Adjustment

The following conditions apply separately to each item of **Gross Profit** or **Gross Revenue**

1. Where the premium is not paid on a provisional basis it may be adjusted at the end of the **Period of Insurance**. **We** will allow a pro rata return of premium based on the difference between the premium calculated at the appropriate rate on the actual **Gross Profit** or actual **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by **Your** Auditors and the actual premium paid at the commencement of the **Period of Insurance** **Provided That**

- a) the maximum amount of premium **We** will refund is 50% of the actual premium paid
- b) If any **Damage** has occurred giving or likely to give rise to a claim for loss of **Gross Profit** or **Gross Revenue** the Auditors declaration of **Gross Profit** or **Gross Revenue** will be increased by **Us** for the purpose of this premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely in consequence of the **Damage**

2. Where the provisional premium is paid at the commencement of each **Period of Insurance**. **You** will declare to **Us** within six months of the expiry of the period the actual **Gross Profit** or actual **Gross Revenue** earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by **Your** auditors

The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below Provided That if any **Damage** has occurred giving or likely to give rise to a claim for loss of **Gross Profit** or **Gross Revenue** the Auditors declaration of **Gross Profit** or **Gross Revenue** will be increased by **Us** for the purpose of this premium adjustment by the amount by which the **Gross Profit** or **Gross Revenue** was reduced during the financial year solely in consequence of the **Damage**

- a) in respect of Limit of Liability in this section if the premium calculated is
 - i. less than the premium paid **We** will repay **You** the difference
 - ii. greater than the premium paid **You** will pay the difference
- b) in respect of Limit of Liability in this section if the premium calculated is
 - i. less than the premium paid **We** will repay **You** the difference but not exceeding the difference between the premium paid and the premium payable on 50% of the **Sum Insured**.
 - ii. greater than the premium paid **You** will pay the difference not exceeding the difference between the premium paid and the premium payable on the full **Sum Insured**

In the event that the declaration is not received within the six month period from the expiry of the **Period of Insurance** the **Sum Insured** will be deemed to be the declaration and the additional premium will become payable

M. Standing Charges

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

N. Value Added Tax

To the extent that **You** are accountable to HM Customs and Exercise for Value Added Tax all terms in this section will be exclusive of such tax

Section Extensions

The following extensions will apply subject to all other terms conditions limits exceptions of this **Policy**

The insurance by this Section is extended to include loss resulting from the interruption of or interference with the **Business** in

consequence of **Damage** in the undernoted situations or to **Property** as undernoted.

Our maximum liability after the application of all the terms conditions and provisions of the **Policy** under each extension for any one occurrence will not exceed the amount stated against each Extension.

A. Contract Sites

Damage by any of the Insured Perils under Section 1 of this **Policy** at any situation in Great Britain Northern Ireland the Isle of Man or the Channel Islands where **You** are carrying out a contract.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance**

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension

B. Exhibition Expenses

We will pay the irrecoverable expenses **You** incur in respect of any trade exhibition in Great Britain Northern Ireland the Isle of Man or the Channel Islands as a result of **Damage** by any of the Insured Perils under Section 1 occurring

1. At the exhibition venue
2. To **Your Property** for use in connection with the exhibition whilst at **Your Premises** or whilst in transit by road rail or inland waterway

Subject to

- a. In the event of the exhibition not being held or **You** being unable to exhibit at all in consequence of the **Damage** the amount payable is limited to the irrecoverable expenses that **You** have paid or are liable to pay in respect of the exhibition
- b. If the exhibition does not run or **You** are unable to exhibit for the intended period in consequence of the **Damage** the amount payable will be calculated in accordance with A above adjusted for the period **You** could not exhibit

The maximum amount **We** will pay under this extension will not exceed £25,000 in respect of any one occurrence.

C. Failure of Public Supply

Accidental total or partial failure of the public supply of

1. electricity at the terminal point of the supply undertaking's service feed to the **Premises**
2. gas at the supply undertaking's meters at the **Premises**
3. water at the supply undertaking's main stop cock serving the **Premises**
4. telecommunications services at the incoming line terminals or receivers at the **Premises**

Excluding

- a. accidental failure other than in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b. caused by
 - i. the deliberate act of any supply authority
 - ii. the exercise of any supply authority's power to withdraw or restrict supply or services
 - iii. industrial action
- c. drought or any scheme of rationing unless necessitated solely by physical damage to a part of the authority's property
- d. any loss arising from any cause within **Your** control
- e. any failure lasting less than
 - i. 60 consecutive minutes in respect of 1 (electricity), 2 (gas) or 3 (water) above

- ii. 24 consecutive hours in respect of 4 (telecommunications) above

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence

D. Government or Local Authority Action

Prevention of access to the **Premises** due to the actions of a government or local authority or police authority due to an emergency in the vicinity of the premises which is likely to endanger life or property

Excluding

- a. any incident lasting less than 12 hours
- b. any period other than the actual period when the access to the **Premises** was prevented
- c. any Notifiable Human Infectious or Contagious Disease as defined in the current relevant legislation occurring at the **Premises**

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance**

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension

E. National Lottery

The insurance by this Section is extended to include loss resulting from the interruption 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.

Provided that after the application of all the terms conditions and provisions of the **Policy**

- a. the **Maximum Indemnity Period** under this Extension will not exceed 3 months from the date of the confirmed win on the National Lottery
- b. The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence

F. Notifiable Diseases, Murder and Suicide

Loss arising from

1.
 - a. any occurrence of a Notifiable Disease (as defined below) at the **Premises** or attributable to food and drink supplied from the **Premises**
 - b. any discovery of an organism at the **Premises** likely to result in the occurrence of a Notifiable Disease
 - c. any occurrence of a Notifiable Disease within a 25 mile radius of the **Premises**
2. the discovery of vermin or pests at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
3. any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
4. any occurrence of murder or suicide at the **Premises**

at or from the **Premises** the use of which has been restricted on the order of or advice of the competent local authority solely in consequence of the above and subject to the undernoted Special Provisions

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence

Special Provisions

1. Notifiable Disease shall mean illness sustained by any person at the **Premises** resulting from
 - a. Food or drink poisoning
 - b. Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever an outbreak of which the competent local authority has stipulated shall be notified to them
2. **We** will not be liable under this Extension in respect of any loss arising out of or in connection with Acquired Immune Deficiency Syndrome (AIDS) or any (AIDS) related condition
3. For the purpose of this extension **Indemnity Period** shall mean the period during which the results of the **Business** shall be affected in consequence of the Notifiable Disease **Damage** beginning
 - a. In the case of 1 and 4 above with the occurrence or discovery of the incident
 - b. In the case of 2 and 3 above with the date from which the restrictions on the **Premises** are applied and ending not later than the **Maximum Indemnity Period** thereafter
4. **We** will not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property
5. **We** will not be liable under this Extension for any loss arising from any **Premises** other than that directly subject to the occurrence
6. Notwithstanding Special Provision 3 the insurance by this Extension does include the costs and expenses necessarily incurred with **Our** consent in
 - a. Cleaning and decontamination of the property (other than Stock in Trade) used by **You** for the purpose of the **Business**
 - b. Removal and disposal of contaminated Stock in Trade
7. the provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension

G. Patterns

Damage by any of the Insured Perils under Section 1 of this **Policy to You**, including those which **You** are responsible for, patterns jigs models templates moulds dies tools plans drawings and designs whilst at the **Premises** of any machinery makers engineers founders or other metal workers including whilst in transit there to or from in Great Britain Northern Ireland the Isle of Man or the Channel Islands excluding any premises **You** partially or fully occupy.

The maximum amount **We** will pay under this extension will not exceed £10,000 in respect of any one occurrence.

H. Prevention of Access

Damage by any of the Insured Perils under Section 1 of this **Policy** to property in the vicinity of the **Premises** preventing or hindering the use of or access to such **Premises** whether **Your Premises** or property therein have been damaged or not but excluding **Damage** to property of any supply undertaking from which **You** obtain gas, electricity water or telecommunications services

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence

I. Property in Transit

Damage by any of the Insured Perils under Section 1 of this **Policy to Your Property** whilst in transit Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The maximum amount **We** will pay under this extension will not exceed £10,000 in respect of any one occurrence.

J. Storage Sites

Damage by any of the Insured Perils under Section 1 of this **Policy to Your Property** whilst stored at any premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands

Excluding

1. any **Property** stored in any premises **You** occupy
2. any **Property** stored in any premises **You** partially occupy

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance**

K. Unspecified Customers

Damage by any of the Insured Perils under Section 1 of this **Policy** at the premises of any of **Your** customers within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance**

For the purposes of this extension customer means those companies organisations or individuals with whom at the time of the **Damage You** have current contracts or trading relationships

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension

L. Unspecified Suppliers

Damage by any of the Insured Perils under Section 1 of this **Policy** at the premises of any of **Your** suppliers manufacturers or processors of components goods or materials excluding the premises of any supply undertaking from which **You** obtain gas, electricity water or telecommunications services within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

The maximum amount **We** will pay under this extension will not exceed £50,000 or 10% of **Gross Profit** or **Gross Revenue Sum Insured** stated in the **Schedule** whichever is the lesser in respect of any one occurrence and in the aggregate in any one **Period of Insurance**

The provisions of the Automatic Reinstatement Condition does not apply in respect of this Extension

Section 3 Goods in Transit

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Property

Merchandise and goods including tools used in connection with the Business belonging to **You** or for which **You** are responsible

Territorial Limits

Great Britain Northern Ireland the Isle of Man the Channel Islands and the Republic of Ireland including sea or air transits between these territories

High Risk Property

Cigarettes, tobacco and cigars, wines spirits DVD's and compact discs computer games mobile phones and non ferrous metals prescription drugs watches jewellery precious or semi precious stones articles of gold silver or other precious metals works of art and mobile phone vouchers

Clothing and Personal Effects

Personal possessions of **You** or **Your** drivers

Transit

Method of Conveyance A

Whilst the **Property** is being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle and concluding when the **Property** has either been placed at the **Premises** or receipt acknowledged by the consignee.

Method of Conveyance B – whilst the **Property** is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at **Your Premises**.

In both circumstances this will include

- whilst conveyed on recognised "roll-on-roll-off" vehicle ferries Provided That no unloading or reloading of the vehicle is involved
- a period of temporary garaging not exceeding 30 days

What is Covered

We will indemnify **You** against **Damage** caused to **Property** insured whilst in **Transit** within the **Territorial Limits** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

Limitation

The maximum amount **We** will pay under this Section in respect of **Damage** arising out of one single event at any one location to any one load or combination of loads of **Property** in **Transit** will not exceed the **Sums Insured** stated in the **Schedule** and in respect of **High Risk Property** arising from **Damage** caused by theft or attempted theft will not exceed 10% of the **Sum Insured** stated in the **Schedule**

What is Not Covered

We will not be liable under this Section for

- explosives or other dangerous goods (the term 'dangerous goods' means goods specified in the Special Classification of Dangerous Goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature)

- Money** or other negotiable instruments of every description securities deeds bonds bills of exchange promissory notes bullion furs and livestock
- Property** carried by **You** for hire or reward
- depreciation loss of market or any other consequential loss

We will not be liable under this Section for **Damage** to any **Property** in **Transit** arising out of or attributable to

- wear tear deterioration contamination mildew damp rust corrosion insect or vermin
- inherent vice latent defect action of light or atmospheric or climatic conditions
- spillage leakage evaporation loss of weight or shrinkage
- mechanical and/or electrical derangement or breakdown
- electrical or magnetic injury disturbance or erasure of electronic records
- breakdown of refrigeration and/or insufficient insulation unless caused by or directly traceable to fire lightning or collision or overturning of the conveying vehicle
- defective or inadequate packing or insufficient addressing
- delay confiscation requisition embargo or nationalisation by order of the Government or any Public Authority

Section Extensions

The insurance provided by this Section is extended to include the following subject to all other terms conditions limitations and exceptions of this **Policy**

In the event of **Damage** to **Property** in **Transit** Method of Conveyance A for which **We** have admitted liability under this Section **We** will in addition pay for

- Damage** to packing materials protective sheeting ropes chains and toggles belonging to **You** while being carried on the vehicle
- The additional costs necessarily incurred in transferring **Property** to another vehicle and carrying to the original destination consequent upon fire or overturning or collision of the conveying vehicle up to a maximum of £2,500 any one loss
- The additional costs necessarily incurred in reloading any **Property** in **Transit** which has fallen from the conveying vehicle up to a maximum of £2,500 any one loss
- The additional costs necessarily incurred in removing debris consequent upon **Damage** to the **Property** in **Transit** up to a maximum of £2,500 any one loss
- Damage** to personal effects belonging to the driver and/or attendant whilst carried in any vehicle which is conveying **Property** in **Transit** up to a maximum of £500 any one person and £2,000 any one loss
- Damage** to **Property** in **Transit** arising out of the use of any vehicle substituted by **You** whilst **Your** own vehicle is undergoing service or repair up to an amount not exceeding the **Sum Insured** applicable to the vehicle undergoing service or repair

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

- You** will keep all motor vehicles in a good state of repair and in efficient roadworthy condition
- In respect of **Transit** Method of Conveyance B **You** will obtain a receipt from the carrier for all **Property** sent and if requested by **Us** produce it in the event of a claim
- The following Security Condition applies

Security Condition

It is a condition precedent to liability that in respect of **Transit Method of Conveyance A** that whenever the loaded vehicle is left unattended in The Circumstances set out below then those of the following Security Measures indicated will apply

The Circumstances	Security Measures to Apply
During Business Hours at the Premises	1 and 2
Elsewhere than at the Premises between the hours of 6am and 9pm	1 and 2
Between the hours of 9pm and 6am away from the Premises	1, 2 and 4
Outside Business Hours at the Premises	1, 2 and 3

Security Measures

1. The ignition key must be removed from the vehicle
2. All doors and similar openings must be locked all windows tightly closed and any special locking devices immobilisers or alarms fitted be in operation
3. The vehicle must be housed in an enclosed building with all locks and security devices on the building in operation
4. The vehicle must be housed in a locked building or open vehicle enclosure which is securely locked and/or guarded under constant surveillance

Reinstatement (Tools) Clause

In the event that tools used by **You** in connection with the **Business** and insured by this Section being **Damaged** the basis upon which the amount payable in respect of such property is calculated will be the cost of Reinstatement subject to the following Provisions

Reinstatement will mean

1. The replacement of property lost or destroyed
2. The repair or restoration of property **Damaged** in either case to a condition substantially the same as but not better or more extensive than its condition when new

Provisions

1. No payment beyond the amount which would have been payable had this clause not been operative will be made
 - a. Unless the work of Reinstatement is commenced and carried out with reasonable despatch
 - b. Until the cost of Reinstatement has been incurred
 - c. Unless any other insurance covering **Your** interest in the property at the time of the **Damage** is upon the same basis of Reinstatement as this **Policy**
 and if no such payment is made then the rights and liabilities of **Us** and **You** will be those which would have applied had this clause not been operative
2. In the event of partial **Damage** to property **Our** liability for any loss will not exceed the cost which would have been incurred had such property been totally destroyed

Automatic Reinstatement

In the absence of written notice from **You** or **Us** to the contrary the **Sum Insured** by this Section will not be reduced by the amount of loss provided **You** undertake to pay the appropriate additional premium due from the date of the loss to the expiry of the **Period of Insurance**

Section 4 Business Money and Personal Accident (Assault)

Sub Section A – Business Money

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Authorised Persons

You or any partner director or **Employee**

Transit

In transit whilst in **Your** custody or the custody of any person authorised by **You** acting on **Your** behalf including whilst on any contract site whilst **You** or **Your Employees** are working at such sites

What is Covered

We will indemnify **You** against loss by any cause in respect of **Money** and **Non Negotiable Money** belonging to **You** or held by **You** for which **You** are responsible in connection with the **Business** up to the **Sum Insured** stated for each item in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess** whilst

	Limit Any One Loss
1. In Transit	As stated in the Schedule
2. In a bank night safe until removed by a bank official	As stated in the Schedule
3. in the Premises during Business Hours	As stated in the Schedule
4. Contained in a locked safe or strongroom In the Premises outside Business Hours	As stated in the Schedule
5. Not contained in a locked safe or strongroom in the Premises outside Business Hours	As stated in the Schedule
6. At Your private dwelling or that of any authorised Employee	As stated in the Schedule
7. Non Negotiable Money in any of the situations described above	As stated in the Schedule

Limit of Liability

Our maximum liability under this Sub-Section will not exceed the limits stated in the **Schedule** or any limit specified in any Extension to this Sub-Section

What is Not Covered

We will not be liable under this Section for

- Any loss or shortage due errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- Any loss resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason
- Any loss resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer

- Loss due to the dishonesty of **Your** principals directors or **Employees** not discovered and reported to the police and **Us** within 7 days of the loss
- Where a more specific insurance is in force except for any amount in excess of that insurance
- Any loss from unattended motor vehicles
- Any loss occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- From any gaming machine or automated teller machine or cash dispensing machine unless specifically stated in the **Schedule**

Sub-Section Extensions

The insurance provided by this Sub-Section is extended to include the following subject to all other terms conditions limitations and exceptions of this policy

Safes and Carrying Cases

As a result of **Damage** following theft or attempted theft **We** will pay the cost of replacement or repair to any

- Safe or strongroom
- Any case bag container belt or waistcoat used for carrying **Money**

The maximum **We** will pay under this Extension in respect of any one claim will not exceed £2,000

Clothing and Personal Effects

As a result of **Damage** following theft or attempted theft **We** will pay the cost of replacement or repair to clothing and personal effects belonging to **You** or **Your Employees**

The maximum **We** will pay under this Extension in respect of any one person is £500

Vending Machines

The insurance by this Sub-Section is extended to include **Money** whilst contained in any vending machine at the **Premises**.

The maximum **We** will pay under this Extension in respect of any one claim will not exceed £250

Credit Cards

The insurance by this Sub-Section is extended to include the amount which **You** become liable for under the terms of issue of any bank charge credit debit or cash card used only in connection with the **Business** following the fraudulent use by any unauthorised person.

Provided That **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and that **You** have complied with the conditions of issue of the card

The maximum amount **We** will pay under this Extension in respect of any claim and in the aggregate in any one **Period of Insurance** will not exceed £500

Sub-Section Conditions

The following conditions apply to this Sub-Section and should be read in-conjunction with the General and Claims Conditions applying to the whole Policy

Records and Security

It is a condition precedent to **Our** liability to make any payment that **You**

- keep a complete record of all **Money** and **Non Negotiable Money** held by **You** is kept in a secure place other than in any safe or other receptacle containing **Money**
- safe and/or strongroom keys are removed from the **Premises** outside **Business Hours** unless the **Premises** are occupied by **You** or any authorised **Employee** in which case the keys will be kept in a secure place away from any safe or strongroom

- whenever the **Premises** are closed for **Business** or left unattended all locks, bolts and other security devices including any intruder alarm system(s) are put into full and effective operation

Money In Transit

It is a condition precedent to **Our** liability to make any payment that whenever **Money** is in transit it is to be accompanied by the following numbers of **Authorised Persons** unless specified otherwise in the **Schedule**

Amount of Money in Transit at any one time	Accompaniment Requirement
1. up to £3,000	1 person
2. over £3,000 and up to £5,000	2 persons
3. over £5,000 and up to £8,000	3 persons
4. over £8,000 and up to £12,000	at least 4 persons
5. over £12,000	Approved Security Company

In addition where the amount in Transit is greater than £5,000 and the distance exceeds half a mile private transport be used.

In all circumstances **Our** liability will not exceed the Limit Any One Loss stated in the **Schedule**

Sub Section B – Personal Accident (Assault)

Definitions

Also Refer to the Policy Definitions on pages 7 to 8

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Insured Person

You or any partner director or **Employee** aged between 16 and 70

Injury

Accidental bodily injury

Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes

Permanent Total Disablement

Permanent disablement rendering the **Insured Person** unable to attend to their usual occupation not being disablement following **Loss of Limbs** or **Loss of Sight**

Temporary Total Disablement

Temporary disablement rendering the **Insured Person** unable to attend to their usual occupation

Temporary Partial Disablement

Temporary disablement rendering the **Insured Person** unable to attend to a substantial and essential part of their usual occupation

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

What is Covered

We will pay compensation as detailed in the **Schedule** in respect of **Injury** sustained to an **Insured Person** occurring during the **Period of Insurance** caused by theft violence or threat of violence or attempted theft which happens in the course of the **Business** and directly and independently of any other cause results in any of the following contingencies

Contingencies

Contingencies	Amounts Payable
1. Death occurring within 24 months of Injury	The Capital Benefit Sum Insured stated in the Schedule
2. The Loss of Limbs and/or Loss of Sight occurring within 24 months of Injury	The Capital Benefit Sum Insured stated in the Schedule
3. Permanent Total Disablement occurring within 24 months of Injury	The Capital Benefit Sum Insured stated in the Schedule
4. Temporary Total Disablement occurring within 24 months of Injury	The Weekly Benefit Sum Insured stated in the Schedule
5. Temporary Partial Disablement occurring within 24 months of Injury	The Weekly Benefit Sum Insured stated in the Schedule
6. Medical Expenses	£500 any one loss

Sub-Section Conditions

The following conditions apply to this Sub-Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

Amounts Payable

- We** will pay for one **Injury**
 - Weekly compensation at 4 weekly intervals
 - Compensation under contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started
 - The amount payable under contingencies 4 and 5 will be payable when the total amount has been agreed or at **Your** request at intervals of not less than 4 weekly intervals (but not in advance) commencing 4 weeks after **We** have received written notice of any **Injury**
- Weekly compensation being paid for the same **Injury** will end if **We** pay compensation under any of Contingencies 1, 2 or 3
- All insurance will end for the **Insured Person** if **We** pay compensation under any of Contingencies 1, 2 or 3

Medical Evidence

- In the event of Death **We** will be entitled to have a post mortem at **Our** own expense
- In the event of **Injury** the **Insured Person** must immediately place themselves under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as given as soon as reasonably practicable
- In the event of **Injury** **We** may require an **Insured Person** to undergo a medical examination at **Our** expense
- All certificates information and evidence as required by **Us** will be supplied to **Us** in the format **We** require at the expense of the claimant

What is Not Covered

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

Section 5 Glass

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Glass

All fixed glass in windows doors fanlights skylights partitions furniture display and show cases counters or shelves

Sanitary Fittings

Fixed baths washbasins pedestals bidets shower trays sinks lavatory bowls urinals cisterns shower trays and splash backs

What is Covered

We will indemnify **You** against breakage of **Glass** or **Sanitary Fittings** owned by **You** or for which **You** are responsible situated at the **Premises** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

We will replace such **Glass** or **Sanitary Fittings** or at **Our** option pay **You** the costs of replacement

Limit of Liability

Our maximum liability under this Section will not exceed the limits stated in the **Schedule** or any limit specified in any Extension to this Section

What is Not Covered

We will not be liable under this Section in respect of

1. breakage or **Damage** caused by fire lightening explosion or storm
2. breakage or **Damage** caused by
 - a. scratching,
 - b. gradual deterioration or wear and tear
 - c. change in colour or finish
3. breakage or **Damage**
 - a. when the **Premises** are **Empty or Disused**
 - b. caused by workmen carrying out alterations or repairs to the **Premises**
 - c. while in transit
 - d. occurring during removal or installation
 - e. of any item flawed or broken at the commencement of this insurance
4. breakage or **Damage** to **Glass** in
 - a. Stock in Trade or goods held in trust by **You**
 - b. light fittings, signs, or vending machines
 - c. vehicles
5. any consequential loss

Section Extensions

The insurance provided by this Section is extended to include the following subject to all other terms conditions limitations and exceptions of this **Policy**

Additional Costs

As a result of breakage or **Damage** **We** will pay the reasonable costs of

1. boarding up
2. repair or replacement of window and door frames
3. removing and reinstating obstructions in the course of the replacement fixed glass

The maximum amount **We** will pay under this Extension in respect of any claim will not exceed £2,000

Glass Decoration and Security

As a result of breakage or **Damage** **We** will pay the reasonable costs of replacing alarm foil and security fittings, lettering painting embossing silvering or other ornamental work on the fixed **Glass**

The maximum amount **We** will pay under this Extension in respect of any claim will not exceed £1,000

Damage to Goods on Display

We will pay for the **Damage** to goods incidental to the **Business** caused as a direct result of breakage or **Damage** to the **Glass**.

The maximum amount **We** will pay under this Extension in respect of any claim will not exceed £1,000

Section 6 Business Liabilities

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Compensation

Damages including interest

Costs and Expenses

1. Reasonable costs and expenses of claimants for which **You** are legally liable
2. Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this **Policy**
3. Fees incurred with **Our** written consent for:
 - a. defence in any Court of Summary Jurisdiction or on indictment in any higher court in respect of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
 - b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death in connection with any event which is or may be the subject of indemnity under this **Policy**

Costs and Expenses do not include the costs of work done by **Your** own **Employees** nor any Value Added Tax (VAT) or similar tax insofar as it can be recovered.

Hazardous Work or Locations

Any work or process in connection with the following type of work, trades and occupations or at any of the following locations in the course of the **Business**

1. Any demolition, unless such work forms part of a contract undertaken by **You** for rebuilding, alteration, maintenance or repair otherwise insured by this **Policy**
2. Excavations exceeding in any part a depth of two metres from the surface
3. Any collieries, mines or quarries
4. Chemical works, gas works, nuclear installations or establishments, oil refineries, petrochemical works, power stations and bulk oil, petrol, gas or chemical storage tanks or chambers, fuel depots
5. Construction of or any work in or on blast furnaces, bridges, canals, chimney shafts, dams, docks, harbours, piers, railways, railway premises, roads, steeples, towers, tunnels, viaducts, wharves
6. Aircraft, airports, airfields or aerodrome runways manoeuvring areas or aprons or those parts of aerodromes or airports to which aircraft have access
7. Water diversion, sub- aqua work, diving or any type of watercraft
8. Use of explosives,
9. Tunnelling, piling or underpinning
10. Removal, disposal, sampling, treatment, maintenance or repair of **Asbestos** or products made entirely or mainly of **Asbestos**

Sub Section A – Public Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** as a result of accidental

1. **Injury** to any person
2. **Damage** to material property
3. Obstruction trespass nuisance or interference with any right of way air light or water or other easement

4. Wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an **Employee**)

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in the course of the **Business**

Limit of Liability

Our liability under this Sub Section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the **Limit of Indemnity** stated in the **Schedule**

In respect of any claims against **You** made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world **Our** liability for **Compensation** and **Costs and Expenses** will not exceed the **Limit of Indemnity** stated in the **Schedule**

What is Not Covered

We will not be liable for

Any amount of **Excess** and/or any **Voluntary Excess** shown in the **Schedule**

Any liability or **Costs and Expenses**

1. For fines penalties or liquidated damages
2. For punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages
3. Assumed under any contract or agreement other than that which would have been indemnified under this section but for the existence of such agreement or contract.
4. For the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **You** or for any reduction in value
5. In respect of **Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**
6. Arising from professional advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by **You** or on **Your** behalf for a fee or in circumstances where a fee would normally be charged
7. Arising out of treatment or the dispensing of medicines or drugs provided that this exclusion does not apply to any first aid treatment by **You** or any **Employee**
8. In respect of
 - a. The exposure to, inhalation or ingestion of, fears of the consequences of exposure to or inhalation of **Asbestos**
 - b. The costs or expenses directly or indirectly incurred by anyone in investigating, repairing, removing, replacing, disposing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**
9. In respect of work in connection with any **Hazardous Work or Locations**
10. Work in on or in connection with any **Offshore Installation**
11. For loss or **Damage** to any property which belongs to **You** or is held in trust by **You** or borrowed, rented, leased or hired for use by **You** OTHER THAN
 - a. Personal property (including vehicles and their contents) of **Your** visitors, directors or **Employees**
 - b. Buildings or their contents temporarily occupied by **You** for the purpose of carrying out work in connection with the **Business**
 - c. Premises rented, hired, leased or lent to **You** except where the liability attaches solely because of a contract or agreement unless that legal liability would have attached to **You** in the absence of such agreement

For **Damage** to that part of any property upon which **You** or any **Employee** or servant or agent has been working where the **Damage** is a direct result of that work

12. For loss of or **Damage** to property where liability is assumed under the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contract Tribunal or any subsequent alteration revision amendments or a clause of similar intent under other contract conditions
13. In respect of the ownership possession or use by **You** or on **Your** behalf of
 - a. any craft designed to travel in on or through water, air or space other than hand propelled watercraft less than 8 metres in length
 - b. any mechanically propelled vehicle or mobile plant or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security OTHER THAN
 - i. while such vehicle or mobile plant is being used as a tool of trade (but not in respect of liability which is compulsory insurable under road traffic legislation) on any site where **You** are undertaking work or at **Your** Premises
 - ii. in respect of the loading or unloading of such vehicle or mobile plant
14. For loss or **Damage** to documents data processing media or computer system records or loss distortion or erasure of information stored
15. Arising from **Products** after they have ceased to be in **Your** custody and control OTHER THAN
 - a. Any food and beverages for consumption at **Your** premises or at any other premises where **You** are carrying on **Your Business**
 - b. The disposal of furniture and office equipment originally intended for use by **You** in connection with the **Business** and which is no longer required for that purpose
16. In respect of **Pollution and Contamination**
 - a. occurring in the United States of America (or any territory within its jurisdiction) or Canada
 - b. elsewhere OTHER THAN caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** Subject Always to **Our** maximum liability for **Compensation** (including interest thereon) including **Costs and Expenses** not exceeding in the aggregate the **Limit of Indemnity** stated in the **Schedule**

Sub Section B – Products Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of

1. **Injury** to any person
2. **Damage** to material property

occurring anywhere in the World during the **Period of Insurance** and caused by the **Products** supplied in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the **Business**

Limit of Liability

Our aggregate liability under this sub section extension for all **Compensation** including **Costs and Expenses** during any one **Period of Insurance** will not exceed the **Limit of Indemnity** stated in the **Schedule**

What is Not Covered

We will not be liable for

Any amount of **Excess** and/or any **Voluntary Excess** shown in the **Schedule**

Any liability or **Costs and Expenses**

1. In respect of **Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with the **Business**
2. Arising from professional advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by **You** or on **Your** behalf for a fee under or in circumstances where a fee would normally be charged
3. Arising out of treatment or the dispensing of medicines or drugs Provided that this exclusion does not apply to any first aid treatment by **You** or any **Employee**
4. In respect of
 - a. The exposure to, inhalation or ingestion of, fears of the consequences of exposure to or inhalation of **Asbestos**
 - b. The costs or expenses directly or indirectly incurred by anyone in investigating, repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**
5. For fines penalties or liquidated damages
6. For punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages
7. For loss or **Damage** to documents data processing media or computer system records or loss distortion or erasure of information stored
8. Arising in respect of **Products** supplied knowingly supplied directly or indirectly to the United States of America (or any territory within its jurisdiction) or Canada
9. any **Products** supplied installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in such craft
10. for loss or **Damage** to any **Products** or for the costs of removing, replacing, reinstating, rectifying, repairing, recalling or refunds of such **Products** caused by any defect therein or the unsuitability thereof for its intended purpose
11. for loss or **Damage** to or the cost of removing, replacing, reinstating, rectifying, repairing recalling making refunds for such **Products** supplied under a separate previously completed contract
12. for guaranteeing the performance of any **Products**
13. For loss or **Damage** to any property which belongs to **You** or is held in trust by **You** or borrowed, rented, leased or hired for use by **You** OTHER THAN
 - a. Personal property (including vehicles and their contents) of **Your** visitors, directors or **Employees**
 - b. Buildings or their contents temporarily occupied by **You** for the purpose of carrying out work in connection with the **Business**
 - c. Premises rented, hired, leased or lent to **You** except where the liability attaches solely because of a contract or agreement unless that legal liability would have attached to **You** in the absence of such agreement
14. any **Products** which are in **Your** custody or control
15. In respect of **Pollution and Contamination**
 - a. occurring in the United States of America (or any territory within its jurisdiction) or Canada
 - b. elsewhere OTHER THAN caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** Subject Always to **Our** maximum liability for **Compensation** (including interest thereon) including **Costs and Expenses** not exceeding in the aggregate the **Limit of Indemnity** stated in the **Schedule**

Tribunal or any subsequent alteration revision amendments or a clause of similar intent under other contract conditions

Extensions to - Sub Section A & B

The following Extensions apply subject to all other terms limitations exclusions and conditions of this **Policy**

A. Additional Persons

At **Your** request **We** will extend the indemnity under this section to include the following parties

1. in the event of death of any person entitled to indemnity under this section the deceased's legal representatives but only in respect of the legal liability incurred by such deceased person
2. any officer, committee member or other member of **Your** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
3. any partner director or **Employee** of **Yours** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**

as though each such party was individually named in the **Policy Schedule**

Provided That

- a. such persons are not entitled to indemnity under any other policy covering such liability
- b. each indemnified party will observe in full and be subject to the terms and conditions of this **Policy** in so far as they apply
- c. **We** will retain sole conduct and control of any claim
- d. the total amount **We** will pay will not exceed the Limit of Liability regardless of the number of parties claiming to be indemnified

B. Contingent Motor Liability

We will indemnify **You** in respect of liability arising out of the use of any motor vehicle not owned or provided by **You** being used in connection with the **Business** anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided That

We will not be liable for

- a. **Damage** to the vehicle or the goods carried in or on the vehicle
- b. Any **Injury** or **Damage** whilst being driven by **You**
- c. Any **Injury** or **Damage** whilst being driven by any person with the general consent of **You** or **Your** representative who to **You** or **Your** representative's knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such licence
- d. Any liability attaching to any party or parties other than **You**
- e. Any liability incurred by any party identified in Extension A Additional Persons other than an **Employee**
- f. Any liability for which **You** are entitled to indemnity under any other policy of insurance

C. Contractual Liability

Notwithstanding Exclusion 3 to sub-section A in respect of liability which **You** have assumed under a contract or agreement which **You** have entered in to and which would not have attached in the absence of such contract or agreement **We** will provide indemnity Provided That

1. the sole conduct and control of the claim is vested in **Us**
2. **We** will not be liable for any liquidated damages or fines or damages imposed by or payable under any penalty clause
3. **We** will not be liable in respect of **Damage** against which **You** are required to effect insurance under the terms of the terms of Clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contract

D. Court Attendance

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

1. **You** or any Director or Partner £250
2. any **Employee** £150

E. Cross Liabilities

If there is more than one person or company specified in the **Schedule** this section will apply separately to each one as if a separate **Policy** had been issued to each Provided That **Our** total liability does not exceed the **Limit of Indemnity** stated in this section of the **Schedule**

F. Data Protection Act 1998

We will indemnify **You** and at **Your** request any Director or **Employee** in respect of the sums which **You** or any Director or **Employee** become legally liable to pay as **Compensation** 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**

1. have not given notification to the Information Commissioner
2. are not in **Business** as a computer bureau or providing services as a Data Processor (as defined in the Data Protection Act)

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000 which is part of and not in addition to the **Limit of Indemnity** stated in the **Schedule**

We will not be liable for

- a. 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
- b. any **Damage** or distress caused by any act of fraud or dishonesty
- c. the **Costs and Expenses** of rectifying rewriting or erasing any data
- d. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. any fines or penalties

G. Defective Premises Act

We will indemnify **You** in respect of **Injury** or loss or **Damage** to property which **You** may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by **You** and which prior to disposal were occupied by **You** in connection with the **Business**

Provided That

We will not be liable for

- a. Any liability for which **You** are in entitled to indemnity under any other policy of insurance
- b. Any **Injury** or loss or **Damage** happening prior to the disposal of the premises
- c. The cost or repairing replacing or reinstating any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship

Our maximum liability for **Costs and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £1,000,000 which is part of and not in addition to the **Limit of Indemnity** stated in the **Schedule**.

H. Health and Safety at Work

We will indemnify **You** and at **Your** request any director or **Employee** in respect of **Costs and Expenses** incurred with **Our** written consent and costs awarded against **You** or a director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business** under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided That

1. the proceedings relate to the health and safety or welfare of persons other than **Employees**
2. the proceedings are brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of man

We will not be liable for

- a. Any fines or penalties of any kind
- b. Any **Costs and Expenses** insured by any other policy
- c. Any **Costs and Expenses** for proceedings or appeals in respect of any deliberate act or omission by **You**
- d. Any **Costs and Expenses** for proceedings or appeals in respect of any activity or risk excluded from this **Policy**

I. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of **Costs and Expenses** incurred with **Our** written consent and costs awarded against **You** arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of a charge or investigations in connection with an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business** under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the Channel Islands or the Isle of Man

Provided That

1. This Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
2. **We** must consent to the appointment of any solicitor or counsel acting on **Your** behalf
3. **You** will notify **Us** immediately upon receipt of any summons or other process served upon **You** which may give rise to proceedings arising from the cover provided by this Extension
4. Before **We** consent to fund any appeal advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** will be supplied by **You**

We will not be liable

- a. If **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b. For any fines or penalties of any kind
- c. For any **Costs and Expenses** where **You** can obtain indemnity for the **Costs and Expenses** of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension **You** would have obtained indemnity from another source of insurance.

J. Indemnity to Principals

At **Your** request **We** will extend the indemnity under this section to include any principal for whom **You** have agreed to execute work under a contract or agreement against liability arising out of the performance of such work by **You** where **You** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against **You**

Provided That

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each indemnified party will observe in full and be subject to the terms and conditions of this **Policy** in so far as they apply
3. **We** will retain sole conduct and control of any claim
4. the total amount **We** will pay will not exceed the Limit of Liability regardless of the number of parties claiming to be indemnified

K. Legal Expenses arising from Consumer Protection 1987 and Food Safety Act 1990

We will indemnify **You** and at **Your** request any director or **Employee** in respect of **Costs and Expenses** incurred with **Our** consent arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an offence committed or alleged to have been committed during the **Period of Insurance** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and in the course of the **Business** under Part 2 of the Consumer Protection Act 1987 or Part 2 of the Food Safety Act 1990

Provided That

1. the proceedings are brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of man
2. **We** will have the conduct and control of all said proceedings and appeals

We will not be liable for

- a. Fines and penalties of any kind
- b. Any **Costs and Expenses** for proceedings or appeals in respect of any deliberate act or omission by **You**
- c. Any **Costs and Expenses** insured by any other policy

L. Overseas Personal Liability

We will indemnify **You** and at **Your** request any Director, Partner or **Employee** of **Yours** or any family member accompanying them in respect of legal liability incurred in a personal capacity whilst such persons are temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**

Provided That

1. all such persons will keep to the terms, limitations and conditions of this **Policy** as they apply to the public liability cover

We will not be liable for

- a. Any legal liability or any **Costs and Expenses** insured by another policy
- b. Any legal liability assumed under any contract or agreement save to the extent that there would have been liability but for such contract or agreement
- c. Any liability arising from or out of

- i. The ownership or tenure or occupation of any land or buildings
- ii. The carrying on of any trade or profession
- d. The ownership possession or use of firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft, animals of dangerous species
- e. **Damage** to property owned or held in trust by **You**, any director or **Employee** or any family member of any director or **Employee**
- f. The death, illness of or **Injury** of any member of the family of any director or **Employee** or of any **Employee** of any director or **Employee**

Conditions to Sub Sections A and B

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

Bona Fide Sub Contractors

Where work is undertaken for **You** or on **Your** behalf by any Bona-Fide Sub-Contractors **We** will indemnify **You** in respect of **Your** legal liability Provided That

1. **You** obtain documentary evidence that at the time of their appointment and through out the duration of their sub-contract with **You** each Bona-Fide Sub-Contractor holds a Public Liability insurance appropriate to the work carried out and with a minimum indemnity limit of £2,000,000

Housing Grants, Construction and Regeneration Act 1996

It is a condition precedent to liability under this **Policy** that in respect of any event and/or occurrence which may be the subject of indemnity under this Section arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996 that

1. **You** give immediate notice directly to **Us** of
 - a. receipt of any notice of intent or other documents making reference to adjudication
 - b. becoming aware that a dispute is likely to be referred to adjudication
 - c. a decision by **You** to refer a dispute to adjudication
2. **You** will
 - a. provide full written details and/or any other applicable evidence in respect of any matter notified under a) above directly to **Us** within 48 hours of it occurring by registered post
 - b. meet any request direction or timetable of the adjudicator
3. **You** will not without **Our** written consent
 - a. make any admission offer promise payment in respect of any matter which is the subject of indemnity under this **Policy**
 - b. agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution
4. **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim for indemnity or damages or otherwise involving a dispute referred to adjudication

Subject always to the terms, exceptions conditions and limitations of this **Policy**

Underground Services

We will not indemnify **You** in respect of **Damage** to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation or earth moving operations UNLESS the following precautions are complied with on each occasion

1. prior to the commencement of any digging, drilling, boring excavation or earth moving operations **You** will take all reasonable measures to identify the location of all underground pipes, cables, mains and other services including the use of any freephone facility for the location of such underground services
2. **You** will retain a written record of the measures taken to locate underground services
3. **You** will convey the location of such underground pipes, cables, mains and other services to those **Employees** or contractors carrying out such work on **Your** behalf
4. **You**, **Your Employees** or any contractors carrying out work will adopt or cause to be adopted a method of work which minimises the risk of **Damage** to such underground pipes, cables, mains and other services

Use of Heat Precautions

We will not indemnify **You** in respect of use away from **Your** premises of blow lamps, blow torches, flame guns, hot air guns, electric, oxyacetylene or other welding or cutting equipment and angle grinders, asphalt, bitumen, tar or pitch heaters unless the following precautions are complied with on each occasion

1. Before starting work
 - a. the area in which the work is to be carried out, including the area on the other side of any wall or partition or adjoining shafts and any openings, is to be inspected to ensure that there is no combustible material in danger of ignition either directly or by conduction of heat
 - b. the area will be cleared of all movable combustible materials to a distance of not less than 10 metres from the point of work and combustible materials which cannot be moved must be covered and fully protected by overlapping sheets or screens of non-combustible material
 - c. all **Employees** at the site where work is being undertaken have been made aware of the location of fire alarms and fire fighting equipment
2. During the progress of work
 - a. the work will be carried out only by or under the supervision of trained personnel
 - b. suitable multipurpose fire extinguishing appliances are kept available for immediate use at the point of work or as near as is practicable with personnel trained in the use of such appliances and with a competent person acting as a firewatcher during the progress of the work and remaining in attendance at all times until the work ceases and all lighted flame equipment is extinguished
 - c. equipment must not be lit until required, the lighting of all equipment must be carried out strictly in accordance with the manufacturer's instructions, lit equipment must not be left unattended and equipment must be extinguished immediately after use
 - d. gas cylinders not in use will be kept outside the building in which the work is taking place and in any event will be removed a distance of not less than 10 metres from the point of work
 - e. any tar, bitumen or asphalt boiler must not be left unattended and will be located at ground level on a non-combustible surface and in the open air whilst lighted
3. After ceasing work a thorough fire safety check is to be made of the immediate vicinity of the work and in so far as practicable the area on the other side of any wall or partition to ensure there is no risk of fire. The fire safety checks are to be undertaken at regular intervals for a period of at least one hour after completion.

Sub Section C - Employers Liability

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business**

Limit of Liability

Our liability under this Section for **Compensation** and **Costs and Expenses** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the **Limit of Indemnity** stated in this section of the **Schedule**

What is not Covered

Any liability arising out of work on in or in connection with

1. **Hazardous Work or Locations**
2. **Offshore Installation**

Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 or the Road Traffic (Northern Ireland) Order 1981 as amended by

the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Legislation (32)

Extensions to Sub Section C

The following Extensions apply subject to all other terms limitations exclusions and conditions of this **Policy**

A. Additional Persons

At **Your** request **We** will extend the indemnity under this section to include the following parties

1. in the event of death of any person entitled to indemnity under this section the deceased's legal representatives but only in respect of the legal liability incurred by such deceased person
2. any officer, committee member or other member of **Your** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
3. any partner director or **Employee** of **Yours** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this section if the claim had been made against **You**

as though each such party was individually named in the **Policy Schedule**

Provided That

- a. such persons are not entitled to indemnity under any other **Policy** covering such liability
- b. each indemnified party will observe in full and be subject to the terms and conditions of this **Policy** in so far as they apply
- c. **We** will retain sole conduct and control of any claim
- d. the total amount **We** will pay will not exceed the Limit of Liability regardless of the number of parties claiming to be indemnified

B. Court Attendance

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

1. **You** or any Director or Partner £250
2. any **Employee** £150

C. Health and Safety at Work Costs

We will indemnify **You** and at **Your** request any director or **Employee** in respect of **Costs and Expenses** incurred with **Our** written consent and costs awarded against **You** or a director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an offence committed or alleged to have been committed during the **Period of Insurance** and in the course of the **Business** under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided That

1. the proceedings relate to the health and safety or welfare of **Employees**
2. the proceedings are brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of man
3. **We** will not be liable for
4. Any fines or penalties of any kind
 - a. Any **Costs and Expenses** insured by any other policy
 - b. Any **Costs and Expenses** for proceedings or appeals in respect of any deliberate act or omission by **You**
 - c. Any **Costs and Expenses** for proceedings or appeals in respect of any activity or risk excluded from this **Policy**

D. Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied Provided That

1. the judgement for **Compensation** is obtained in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man against a company partnership or individual other than **You** conducting **Business** at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man
2. there is no appeal outstanding
3. this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** will assign the judgement to **Us**

Conditions to Sub Section C

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

Right of Recovery

This insurance 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 or the Isle of Man but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Section 7 Specified All Risks

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Property

The property described in the **Schedule**

Territorial Limits

1. the **Premises**
2. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands
3. anywhere within the member countries of the European Community
4. anywhere in the World

Vehicle

Any vehicle owned or operated by **You**

What is Covered

We will indemnify **You** for the **Damage to Property** insured described in the **Schedule** happening whilst within the **Territorial Limits** specified in the **Schedule** occurring during the **Period of Insurance** up to the **Sum Insured** shown against each item shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

The Sums Insured under each item is separately subject to **Average**

Limit of Liability

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed the **Sum Insured** on each item or any other maximum amount payable or Limit of Liability

What is Not Covered

We will not be liable under this Section for

1. **Damage** not occurring within the **Territorial Limits** specified in the **Schedule**
2. consequential loss of any kind
3. any **Property** more specifically insured by **You** or on **Your** behalf
4. **Damage** suffered by **You** as a result of being deceived into knowingly parting with **Property**
5. **Damage to Property** caused by theft or attempted theft whilst
 - a. left within the **Premises** outside **Business Hours** unless all locks, bolts and other security devices including any intruder alarm system are put in to full and effective operation
 - b. left unattended in an open topped **Vehicle** or trailer unless contained in a securely locked building
 - c. left unattended in a **Vehicle** unless all doors are locked windows and other openings closed and securely fastened and all intruder installations and other security devices are made operative
 - d. left unattended in a **Vehicle** overnight (for the purposes of this Section overnight will mean from 9pm or whenever the **Vehicle** was last occupied till 6am or until the vehicle is first used) unless such **Vehicle** is contained in a securely locked building.
6. **Damage** caused by or arising from
 - a. wear and tear, inherent vice, latent defect,
 - b. gradual deterioration market depreciation
 - c. faulty or defective design workmanship or materials,

- d. **Pollution or Contamination**
 - e. operational error or omission by **You Your** partners directors or **Employees** or any contracted consultant
 - f. corrosion rust wet or dry rot mould or toxic mould vermin or insects moths
 - g. shrinkage evaporation leakage loss of weight dampness frost contamination fermentation bruising marring scratching
 - h. change in temperature colour flavour texture or finish action of light or atmosphere
 - i. the process of cleaning dyeing restoring adjusting or repairing
 - j. undergoing any process involving the application of heat
7. **Damage** caused by mechanical or electrical breakdown or derangement
 8. **Damage to Property** let out on hire

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

Automatic Reinstatement

In the absence of written notice from **You** or **Us** to the contrary the **Sum Insured** by this Section will not be reduced by the amount of loss provided **You** undertake to pay the appropriate additional premium due from the date of the loss to the expiry of the **Period of Insurance**

Basis of Claims Settlement

Following **Damage to Property** under this Section **We** will pay **You** the amount equal to the cost of repair reinstatement or replacement of the **Property** when new without the deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new

Provided That

1. the repair reinstatement or replacement has been effected
2. **We** will not be obliged to reinstate property insured exactly but only in a satisfactory manner as circumstances allow
3. **We** will only pay up to the **Sum Insured** stated against such item in the **Schedule**

Section 8 Engineering Breakdown

Cover under this Section is provided by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Conduct Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

HSB

HSB Engineering Insurance Limited

Accident

Direct physical **Damage** caused by:

1. electrical or mechanical **Breakdown**, including rupture or bursting due to centrifugal force
2. artificially generated electrical current including electric arcing that damages electrical devices, appliances or wires
3. **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure
4. **Damage** to hot water boilers or other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
5. **Damage** caused by operator error that results in the overloading of **Covered Equipment**

All **Accidents** that are the result of the same event will be considered one **Accident**.

Biomass or Biogas Installations

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

Breakdown

1. 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.
2. Fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative
3. 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 steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

Computer Equipment

1. Electronic, computer or other data processing and/or storage equipment
2. Projectors printers, scanners and other peripheral devices used in conjunction with 1 above
3. Software and programs licensed to **You** and installed on 1 above
4. **Portable Computer Equipment**

Covered Equipment

Equipment at the **Premises** owned by **You** or for which **You** are responsible:

- a) which is built to operate under vacuum or pressure (other than weight of contents); or
- b) that generates transmits stores or converts energy; or
- c) comprising **Computer Equipment**

Excluding

1. any supporting structure, foundation, masonry, brickwork or cabinet
2. any insulating or refractory material
3. any vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)
4. self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your Premises**) dragline excavation or construction equipment
5. equipment manufactured by **You** for sale
6. safety or protective devices due to their functioning
7. tools, dies, cutting edges, crushing surfaces, trailing cables, non-metallic linings, driving belts or bands or any part requiring periodic renewal
8. any electronic equipment (other than **Computer Equipment**) used for research, diagnostic treatment, experimental or for other medical or scientific purposes with a new replacement value in excess of £30,000
9. any **Manufacturing Production or Process Equipment** including linked **Computer Equipment**
10. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
11. any kitchen and food preparation equipment laundry and cleaning equipment, audio visual equipment and **Computer Equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is property owned by **You** or for which **You** are responsible)
12. any **Biomass or Biogas Installation**
13. any **Hydroelectric Installation**

Derangement

Electrical or mechanical malfunction arising from a cause internal to **Computer Equipment** unaccompanied by visible damage to or breaking of any parts of the equipment

Explosion

The sudden and violent rending of **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

Hydroelectric Installations

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

Manufacturing Production and Process Equipment

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

Media

All forms of electronic, magnetic and optical tapes and discs for use in any **Computer Equipment**

Portable Computer Equipment

1. laptops, palmtops and notebooks
2. personal digital assistants (PDA'S)
3. projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**
4. removable satellite navigation systems
5. digital cameras

Proprietary Refrigeration Unit

Any deep freeze, chiller, refrigeration cabinet or cold store

Verified

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

What is Covered

Subject to all of the provisions stated herein and in the policy **HSB** agrees to provide insurance for direct physical loss or damage and any specified consequential loss from an **Accident** to **Covered Equipment** owned by the **You** or for which **You** are responsible subject to a maximum liability of £5,000,000 for any one **Accident**. Within this amount the liability of **HSB** shall not exceed

- i) £500,000 for any one **Accident** to **Computer Equipment** whilst at the premises specified in the Schedule
- ii) £5,000 for any one **Accident** to **Portable Computer Equipment** anywhere in the world

This cover will apply only where the Material Damage and Business Interruption sections of the policy are shown as Insured under the Policy Schedule for the current Period of Insurance

Extensions

The insurance provided by this Section is extended to include the following subject to all other terms conditions limitations and exceptions of this policy

A. Hazardous Substances

HSB will be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a **Hazardous Substance** including any additional expenses to clean up or dispose of such property

The maximum amount **HSB** will pay under this Extension will not exceed £10,000 any one **Accident** in respect of such additional costs.

B. Reinstatement of Data and Computer Increased Costs of Working

1. **HSB** will be liable for costs incurred in reinstating data lost or damaged in consequence of an **Accident** to or **Derangement** of **Computer Equipment**

The maximum amount **HSB** will pay in respect of any one **Accident** will not exceed £50,000 Provided That:

- a) liability is limited solely to the cost of reinstating data onto **Media**
- b) **HSB** will not be liable for loss of or damage to software

2. In addition **HSB** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations

The maximum amount **HSB** will pay in respect of such additional costs will not exceed £50,000 in respect of any one **Accident**

C. Business Interruption

HSB will indemnify **You** in respect of loss resulting from the interruption of or interference with the **Business** as defined in Section B Business Interruption caused by or resulting from an **Accident** to **Covered Equipment** happening at the **Premises** provided that Section 2 Business Interruption is operative under this policy.

HSB will not be liable under this Extension for any loss resulting from Extension H Damage to Own Surrounding Property

The maximum amount **HSB** will pay under this Extension in respect of any one occurrence is £100,000.

D. Public Authorities/Law or Ordinance

If an **Accident** to **Covered Equipment** damages a building 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 **HSB** will be liable for the following additional costs to comply with such ordinance or law:

1. **Your** actual costs to demolish and clear the site of undamaged parts
2. **Your** actual 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.
3. loss as described under Section 2 of the Policy caused by loss covered in a or b above

HSB will not be liable for:

1. any fine
2. any liability to a third party
3. any increase in loss due to a hazardous substance (other than as specifically insured under Extension A: Contamination by Hazardous Substances)
4. increased construction costs until the building is actually repaired or replaced.

This Extension of cover is within and does not increase the Limit of Liability shown in the **Schedule**

E. Expediting Expenses

HSB will pay for the reasonable extra cost incurred by **You** to make temporary repairs and expedite permanent repairs or permanent replacement for damaged **Covered Equipment**

The maximum amount **HSB** will be liable for under this Extension in respect of any one **Accident** will not exceed £20,000.

F. Hire of Substitute Item

If **Covered Equipment** is damaged as a result of an **Accident** **HSB** will pay for 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 the item is permanently replacement of the item lost or damaged.

The maximum amount **HSB** will be liable for under this Extension in respect of any one **Accident** will not exceed £10,000.

G. Storage Tanks and Loss of Contents

HSB will cover **You** for **Damage** caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**.

In addition **HSB** will cover the loss of contents of oil storage tanks belonging to **You** or for which **You** are responsible caused by

1. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**
2. contamination – contamination of the contents of oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

The maximum amount **HSB** will be liable for under this Extension in respect of any one **Accident** will not exceed £10,000.

H. Damage to Surrounding Property

HSB will pay for **Damage** to property belonging to **You** or in **Your** custody and control and for which **You** are responsible at the **Premises** directly resulting from the **Explosion** or **Collapse** of any Covered Equipment operating under steam pressure.

The maximum amount **HSB** will be liable for under this Extension for any one **Accident** will not exceed £1,000,000

I. Perishable Goods

In the event of **Damage** to Perishable Goods due to deterioration or putrefaction whilst stored only in any **Proprietary Refrigeration Unit** contained in the **Premises** for the purpose of the **Business** caused by

1. Breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
2. the escape of refrigerant or refrigeration fumes
3. the accidental failure of the public electricity supply

HSB will not be liable for

1. loss caused by wear tear deterioration of the **Proprietary Refrigeration Unit** or other gradually operating cause
2. loss occurring in any **Proprietary Refrigeration Unit** which is older than 5 years when this insurance commences unless there is in force in respect of such **Proprietary Refrigeration Unit** a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
3. loss caused by incorrect setting of thermostats or automatic controlling devices
4. any consequential loss
5. loss arising from the deliberate act of the public supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
6. **Damage** insured by any other Section of this **Policy**
7. the amount of **Excess** and/or **Voluntary Excess** stated in the **Schedule** or in the case of any **Proprietary Refrigeration Unit** which is older than 10 years 20% of the value of the loss whichever is the greater

The maximum amount **HSB** will be liable for under this Extension in respect of any one **Accident** will not exceed £15,000 for frozen or chilled foods and £5,000 in respect of any other Perishable Goods.

J. Additional Access Costs

Provided that Section 2 Business Interruption is operative under this policy **HSB** will pay for any necessary additional costs incurred by **You** in order to gain access to repair or replace the **Covered Equipment** following an **Accident**

The maximum amount **HSB** will be liable for under this Extension in respect of any one **Accident** will not exceed £20,000.

K. Debris Removal

HSB will pay for the costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**

The maximum amount **HSB** will be liable for under this Extension in respect of any one **Accident** will not exceed £25,000.

L. Repair Cost Investigation

HSB will pay for the costs relating to repair investigations and tests by consulting engineers for **Damage** to **Covered Equipment** following an **Accident** up to an amount not exceeding £25,000 in the removal of debris and protection of **Covered Equipment** following an **Accident** provided that

- a) **HSB** have given their prior authority to any such investigations and tests
- b) **HSB** will not be liable for any fees incurred in the preparation of any claim

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole **Policy**

1. **Precautions**
You will exercise due diligence in
 - a. Comply with any statute or order
 - b. Ensuring that insured items are properly maintained and used in accordance with manufactures recommendations and in taking reasonable precautions to prevent **Damage**
2. **Back Up Records**
You will 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.
3. **Basis of Claim Settlement**
The basis of claim settlement under this Section will be as defined in Section 1 Material Damage Condition C other than in respect of Extension I Perishable Goods where Condition D will apply.

What is Not Covered

1. **HSB** will not be liable for loss or **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. **Damage** to data or **Media** of any kind caused by
 - i. programming error or programming limitation
 - ii. computer virus
 - iii. introduction of malicious code

- iv. loss of data (other than as specifically provided for under Extension B1 Reinstatement of Data)
 - v. loss of access
 - vi. loss of use
 - vii. loss of functionality
- c. **Damage** caused by
- i. depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions
 - ii. any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance .
- But if loss or **Damage** from an **Accident** results, **HSB** will be liable for that resulting loss or **Damage**
2. **HSB** will not be liable for loss or **Damage** recoverable under maintenance agreements, warranties or guarantees

Section 9 Commercial Legal Expenses

Cover under this Section is provided by 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. DAS Legal Expenses Insurance Company Limited, Head and registered office DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Website: www.das.co.uk. Registered in England and Wales. Company Number 103274.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (Registered Number 423113). Head and registered office North Quay, Temple Back, Bristol BS1 6FL. Website: www.daslaw.co.uk. Registered in England and Wales. Company Number 5417859.

Definitions

Also Refer to the Policy Definitions on pages 10 to 11.

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

DAS, We, Us Our

DAS Legal Expenses Insurance Company Limited

You, Your, the Policyholder

The person(s) or company named in the **Schedule**.

Insured Person

You and the directors, partners, managers, employees and any other individuals declared to **DAS** by **You**.

Appointed Representative

The **Preferred Law Firm**, law firm, **Tax Consultancy**, accountant or other suitably qualified person **DAS** will appoint to act on the **Insured Person's** behalf.

Date of Occurrence

- For civil cases (other than under Insured Incident – **7 Tax Protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- For criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.
- For Insured Incident **3 Statutory Licence Appeal**, the date 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.
- For Insured Incident **7 Tax Protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT Disputes** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance**.
- For Insured Incident **2 Legal Defence** paragraph **5 Statutory Notice Appeals**, the date when the **Insured person** is issued with the relevant notice and has the right to appeal.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** will pay an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Tax Enquiry

A written notice of enquiry, issued by H M Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance which either:

- includes a request to examine any aspect of **your** books and records; or
- advises of a check of your whole tax return

Preferred Law Firm or Tax Consultancy

A law firm, barristers' chambers or tax expert **DAS** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **DAS's** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Costs and Expenses

- All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or if the **Insured Person** pays them with the agreement of **DAS**.

Reasonable Prospects

- For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal, must be at least 51%. **DAS** or a **Preferred Law Firm** or **Tax Consultancy** on behalf of **DAS**, will assess whether there are **Reasonable Prospects**.
- For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

Countries Covered

- For Insured Incident - **2 Legal Defence** (excluding paragraph **5 Statutory Notice Appeals**), and Insured Incident **6B Personal Injury**
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, 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

VAT Dispute

A dispute with HM Revenue & Customs following an issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

What is Covered

DAS will cover the **Insured Person** in respect of any Insured Incident detailed in this Section arising in connection with the **Business** provided that

1. **Reasonable Prospects** exist for the duration of the claim
2. The **Date of Occurrence** of the Insured Incident is
 - a. During the **Period of Insurance**, or
 - b. During the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i. the previous legal expenses insurance policy required **the Policyholder** to report claims during its currency,
 - ii. the **Policyholder** could not have notified a claim previously as they could not have been reasonably aware of the Insured Incident,
 - iii. cover has been continuously maintained in force,
 - iv. **DAS** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy,
 - v. the available limit of indemnity shall be limited to the lesser of the sums payable under this or the **Policyholder's** previous policy
3. Any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **Countries Covered**; and
4. The Insured Incident happens within the **Countries Covered**.

What we will pay

DAS will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an Insured Incident, and any compensation awards that **DAS** have agreed to, Provided that:

1. The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause will not exceed the amount stated as the **Limit of Indemnity** against this Section in the Schedule
2. The most **DAS** will pay in **Costs and Expenses** is no more than the amount **DAS** would have paid to a **Preferred Law Firm** or **Tax Consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
3. In respect of an appeal or the defence of an appeal, **You** must tell **DAS** within the time limits allowed that **You** want to appeal. Before **DAS** pay the **Costs and Expenses** for appeals, **DAS** must agree that **Reasonable Prospects** exist
4. For an enforcement of judgement to recover money and interest due to **You** after a successful claim under this Section, **DAS** must agree that **Reasonable Prospects** exist,
5. Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any reward of damages, the most **DAS** will pay in **Costs and Expenses** is the value of the likely award, and
6. In respect of Insured Incident **2 Legal Defence** paragraph **6 Jury Service and Court Attendance** the maximum **DAS** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount the court pays.

What is Not Covered

1. In the event of a claim, if **you** decide not to use the services of a **Preferred Law Firm** or **Tax Consultancy**, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.
2. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **Period of Insurance**.
3. Any claim reported to **DAS** more than 180 days after the date the **Insured Person** should have known about the Insured Incident.
4. **Costs and Expenses** incurred before the written acceptance of a claim by **DAS**.
5. Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under

Insured Incidents **1 Employment Disputes and Compensation Awards** and **2 Legal Defence**.

6. Legal action an **Insured Person** takes which **DAS** or the **Appointed Representative** have not agreed to, or where the **Insured person** does anything that hinders **DAS** or the **Appointed Representative**.
7. Any claim relating to patents, copyrights, trademarks, merchandise marks registered designs, intellectual property, secrecy and confidentiality agreements.
8. Any Insured Incident deliberately or intentionally caused by an **Insured Person**.
9. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
10. A dispute with **DAS** not otherwise dealt with under General Condition 8 of this Section.
11. Any claim relating to a shareholding or partnership in the **Business** shown in the Schedule.
12. **Costs and Expenses** arising from or relating to a judicial review, coroner's inquest or fatal accident inquiry.
13. Any claim where either at the start of, or during the course of the claim, **you**:
 - a. are declared bankrupt
 - b. have filed a bankruptcy petition
 - c. have filed a winding-up petition
 - d. have made an arrangement with **your** creditors
 - e. have entered into a deed of arrangement
 - f. are in liquidation
 - g. part of **Your** affairs or property are in the care or control of a receiver or administrator
14. Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.
15. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

Insured Incidents DAS will cover

1. Employment Disputes and Compensation Awards

A. Employment Disputes

DAS will cover **Costs and Expenses** to defend **Your** legal rights:

1. before the issue of legal proceedings in a court or tribunal
 - a. following the dismissal of an employee; or
 - b. where an employee or ex-employee has contacted ACAS ("Advisory, Conciliation and Arbitration Service") to commence the Early Conciliation procedure; or
2. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute relating to:
 - a. a contract of employment with **You**; or
 - b. an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

DAS will not cover a claim relating to the following:

1. a dispute where the originating cause of action arises within the first 90 days of the start of this Section
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this Section if the **Date of Occurrence** was within the first 180 days of the start of this Section
3. redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the start of this Section

4. damages for personal injury or loss of or damage to property
5. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations 2005.

B. Compensation Awards

DAS 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 **Insured Incident 1 A (Employment Disputes)**

Provided that

1. In cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
 - a. followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - c. sought and followed advice from the **DAS** legal advice service.
2. For an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from the **DAS** legal advice service since the date when **You** should have known about the employment dispute.
3. For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from the **DAS** Claims Department before starting any redundancy process or procedure with **Your** employees
4. 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**.
5. The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **Period of Insurance**.

DAS will not cover a claim relating to the following

1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights, paternity, parental or adoption 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;
2. non-payment of money due under a contract of employment or statutory provision.
3. any award ordered because **You** have failed to provide relevant records to employees under the National Minimum Wage legislation.
4. a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

C. Employee civil legal defence

DAS will at **Your** request cover **Costs and Expenses** to defend the **Insured Person's** (other than **Your**) legal rights if an event arising from their work as an employee leads to a civil action being taken against them:

1. under legislation for unlawful discrimination; or

2. as trustee of a pension fund set up for the benefit of **Your** employees.

DAS will only provide cover for an **insured person** (other than **you**) at **your** request

D. Service Occupancy

DAS will cover **Costs and Expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **You** are responsible.

DAS will not cover any claim relating to defending **Your** legal rights other than defending a counter-claim.

2. Legal Defence

DAS will at **Your** request cover **Costs and Expenses** to defend the **Insured Person's** legal rights:

1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, 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.

Provided that for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies

DAS will not cover any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.

DAS will not cover prosecutions due to infringements of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

2. Criminal prosecution defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the Schedule.

DAS will not cover prosecutions due to infringements of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

3. Data protection and Information Commissioner registration

a. If civil action is taken against the **Insured Person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **Insured Person** under section 13 of the Data Protection Act 1998.

b. In an appeal against the refusal of the Information Commissioner to register **Your** application for registration.

Provided that at the time of the insured incident, **You** have registered with the Information Commissioner.

Please note that **DAS** will not cover the costs of fines imposed by the Information Commissioner

4. Wrongful arrest

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**

5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**

DAS will not cover

- a. An appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration
- b. A Statutory Notice issued by an **Insured Person's** regulatory or governing body

6. **Jury service and court attendance**

An **Insured Person's** absence from work:

- a. to perform jury service
- b. to attend any court or tribunal at the request of the **Appointed Representative**

The maximum **DAS** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

DAS will only provide cover for an **insured person** (other than **you**) at **your** request

3. **Statutory Licence Appeal**

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.

DAS will not cover a claim relating to the following:

1. assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

4. **Contract Disputes**

A contractual dispute arising from an agreement or an 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 £500 (incl VAT) but does not exceed £5,000 (incl VAT).
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
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.

DAS will not cover a claim relating to the following:

1. A dispute arising from an agreement entered into prior to the start of this Section if the **Date of Occurrence** is within the first 90 days of the cover provided by this Section
2. a. the settlement payable under an insurance policy (**DAS** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim).
b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **DAS** will cover a dispute with a professional adviser in connection with these matters.
c. A loan, mortgage, pension, guarantee 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 indicates that a defence exists.

5. **Debt Recovery**

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgements

Provided that

1. The debt exceeds £500 (including VAT)
2. A claim 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 judgment if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

DAS will not cover a claim relating to the following:

1. any debt arising from an agreement entered into prior to the start of this Section if the debt is due within the first 90 days of the cover provided by this Section
2. a. the settlement payable under an insurance policy;
b. the sale, purchase, terms of a lease, licence or tenancy of land or buildings;
c. a loan, mortgage, pension, guarantee 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 other party indicates that a defence exists.
5. any dispute which arises from debts **You** have purchased from a third party.

6. **Property Protection and Personal Injury**

A. **Property Protection**

A civil dispute 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. a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
3. a trespass.

Please note **You** must have established the legal ownership or right to the land that is the subject of the dispute.

DAS will not cover a claim relating to the following:

1. a contract **You** have entered into
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 the premises for the purpose of installations or use in work to be carried out by **you**
4. mining subsidence
 5. defending **your** legal rights but **DAS** will cover 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 in the business of selling motor vehicles)
 7. the enforcement of a covenant by or against **You**.

B. Personal Injury

At **Your** request, **DAS** will pay Costs and Expenses for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them.

DAS will not cover a claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence

7. Tax Protection

- A. A Tax Enquiry
- B. An Employer Compliance Dispute
- C. A VAT Dispute

Provided That

1. **You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed

DAS will only cover tax claims which arise in direct connection with the activities of the **business**

DAS will not cover a claim relating to the following:

1. Any claim relating to a tax avoidance scheme
2. Any failure to register for Value Added Tax or Pay As You Earn.
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. Any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

General Conditions applicable to this Section

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

1. Your Representation

- a. On receiving a claim, if representation is necessary, **DAS** will appoint a **Preferred Law Firm** or **Tax Consultancy** as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
- b. If the appointed **Preferred Law Firm** or **Tax Consultancy** cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings

are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **DAS** will choose the **Appointed Representative** to represent **You** in any proceedings where **DAS** are liable to pay a compensation award.

- c. If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm** or **Tax Consultancy**, **DAS** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or **Tax Consultancy**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

2. Your Responsibilities

An **Insured Person** must

- a. Co-operate fully with **DAS** and the **Appointed Representative**;
- b. Give the **Appointed Representative** any instructions that **DAS** ask **You** to.

3. Offers to settle a claim

- a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **DAS** written consent.
- b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**.
- c. **DAS** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **DAS** to pursue at **DAS** own expense and for their benefit, any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so.

4. Assessing and recovering costs

- a. An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **DAS** ask for this.
- b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **Appointed Representative**.

6. Withdrawing Cover

If an **Insured Person** settles a claim or withdraws their claim without the agreement of **DAS**, or does not give suitable instructions to the **Appointed Representative**, **DAS** can withdraw cover and will be entitled to re-claim any **Costs and Expenses** **DAS** have paid.

7. Expert opinion

DAS may require **You** to get, at **Your** expense, an opinion from an expert, that **DAS** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **You** and **DAS**. Subject to this **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more than likely than not that **You** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.

8. **Arbitration**

If there is a disagreement between **You** and **DAS** about the handing of a claim and it is not resolved through **DAS** internal complaints procedure and **You** are a small business, **You** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all size businesses). The arbitrator will be a barrister chosen jointly by **You** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.

9. **Keeping to the Terms of this Section**

An **Insured Person** must:

- i. keep to the terms and conditions of this Section
- ii. take reasonable steps to avoid and prevent claims
- iii. take reasonable steps to avoid incurring unnecessary costs
- iv. send everything **DAS** ask for in writing, and
- v. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.

10. **Other insurance**

If any claim under this Section is also covered by another policy, or would have been covered if this Section did not exist, **DAS** will only pay the **DAS** share of the claim even if the other insurer refuses the claim.

11. **Law that applies**

This Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where Your Business is registered. Otherwise the law of England applies.

12. **Acts of Parliament**

All Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

13. **Fraud**

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim. Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

Helpline Services

Where this Section is operative **DAS** will also provide the following services.

You can contact the **DAS** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to arrange to call You back depending on the enquiry. To help **DAS** check and improve service standards, **DAS** record all inbound and outbound calls, except those to the counselling service. When phoning, please confirm policy number TS5/5457761 together with the policy number shown in the schedule.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

Commercial Legal Advice Call 0844 893 0859

DAS will provide confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of any European Union Country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not [possible they will arrange a call back at a time to suit **you**].

Tax Advice Call 0844 893 0859

DAS will offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom

Important Note

Tax Advice Services and Specialist Legal Advice is provided between 9am and 5pm Monday to Friday, excluding public and bank holidays. If calls to these services are made outside these times **DAS** will call you back.

Counselling Call 0844 893 9012

DAS will provide all your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **DAS**

The Counselling Service Helpline is open 24 hours a day, seven days a week.

Online Law Guide and Document Drafting

Where this Section is operative **DAS** will also provide the following online services.

Employment Manual

The **DAS** Employment Manual offers comprehensive up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **Your** own use.

Contact **DAS** at employmentmanual@das.co.uk with **Your** e-mail address, quoting **Your** policy number and **DAS** will contact **You** by e-mail to inform **You** of future updates to the information.

DASbusinesslaw

At www.dasbusinesslaw.co.uk **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **DAS** smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your** business one step ahead. Details of how to access DASbusinesslaw will be included with **Your** policy documentation.

When registering, please enter the following code which will provide **You** with access to a range of free documents: **DAS472301**

Making a claim

If **your** issue can not be dealt with through legal advice and needs to be dealt with as a potential claim under this Section phone **DAS** on **0344 893 0859**. At this point **DAS** will not be able to tell **you** whether the claim is covered or not but will pass the information onto the claims-handling teams who will explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that you should do so. **DAS** will not pay the cost involved even if **DAS** accept the claim.

Section 10 Theft by Employees

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Acting in Collusion

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

Employee

1. any person (including any director of **Yours** whose shareholding does not at any time exceed 5% of the issued share capital of **Your** company) 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
2. any person undergoing training under any Government approved training scheme who is under **Your** control

One Claim

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

What is Covered

We will indemnify **You** for the direct loss of **Property** belonging to **You** or for which **You** are 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 any other person or organisation and which is discovered by **You** within 28 days of the loss up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

Limit of Liability

The maximum amount **We** will pay under this Section during any one **Period of Insurance** will not exceed the **Sum Insured** on each item or any other maximum amount payable or Limit of Liability

What is Not Covered

We will not be liable under this Section for

1. any act or acts committed before the commencement of this insurance
2. losses occurring during the currency of this Section and not discovered within 14 days of the expiry of the **Period of Insurance**

Section 11 Loss of Licence

Definitions

Also Refer to the Policy Definitions on pages 10 to 11

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Licence

The licence granted to **You** in respect of the retail sale of excisable liquors at the **Premises** but not any temporary licence

You Your

The person people or company named in the **Schedule** and third parties whose interest is noted in this Section.

Each of the parties will be considered as if a separate legal entity and cover will operate if a separate Certificate had been issued to each of the said parties

What is Covered

We will indemnify **You** for the Loss of **Licence** arising solely from

1. the forfeiture under the provisions of the appropriate legislation covering the issues of such **Licences** or
2. refusal to renew the **Licence** after due and proper application for renewal thereof

up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

Provided That where **We** are liable to indemnify more than one party the amount of indemnity to all parties will not exceed the Limit of Liability

Limit of Liability

The maximum amount **We** will pay under this Section in respect of any one claim and in the aggregate in any one **Period of Insurance** will not exceed the **Sum Insured** stated in the **Schedule**.

What is Not Covered

We will not be liable under this Section for

1. any loss where compensation is payable to **You** by virtue of any legislation relating to the **Licence**
2. any loss if the forfeiture or non-renewal of the **Licence** is caused
 - a. directly or indirectly by **Your** misconduct procurement connivance neglect or omission or failure by **You** to take any step necessary for keeping the **Licence** in force
 - b. by alteration of the Law affecting the issue of **Licences**
 - c. by alteration to the **Premises** without consent of the appropriate authority
 - d. by the **Premises** being closed for any period which is not required by Law
 - e. by the **Premises** not being maintained in a good state or sanitary condition or repair
 - f. by the **Premises** being required for any public purposes or affected by any scheme of Town and Country planning or redevelopment
 - g. by any direction or requirement of the licensing or other authority not being complied being with
3. any loss arising from the loss of any extension to the normal opening hours

Section Conditions

The following conditions apply to this Section and should be read in-conjunction with the General and Claims Conditions applying to the whole policy

1. Amount Payable

We will pay following the Loss of **Licence**

- a. The depreciation in value of **Your** interest in the **Premises**
- b. The reasonable costs and expenses incurred by **You** with **Our** written consent in connection with any appeal in respect of the forfeiture of or refusal to renew such **Licence**

2. Changes in Circumstances

In is a condition precedent to liability that **You** immediately notify **Us**

- a. On becoming aware of any circumstance which may result in a claim under this Section
- b. Of any complaint prosecution or intended prosecution
 - i. In respect of the **Premises** or the conduct or control thereof
 - ii. In relation to the honesty or moral standing of the licence holder manager tenant or occupier of the **Premises**
- c. Of any transfer or proposed transfer of the **Licence** tenancy or management of the **Premises**
- d. Of any objection to renewal of the **Licence** or any other matter which may affect the issue of such **Licence**

3. Claims Conditions

In is a condition precedent to liability that in the event of the **Licence** being forfeited or renewal being refused **You** will

- a. Notify **Us** in writing within 24 hours of becoming aware of such event stating the grounds upon which the decision was made
- b. Deliver to **Us** as soon as possible thereafter a written statement together with all such documents statements and accounts as may be required by **Us** to verify such claims
- c. Where required by **Us** make a statutory declaration as to the truth of such claims
- d. Provide **Us** with free access to the **Premises** and the books and accounts thereof as may be necessary for ascertaining the value of the **Premises** and the goodwill in relation to the **Licence**
- e. Give all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew
- f. Apply if practicable and if required by **Us** for the grant of a new **Licence** for the same or alternative **Premises** as may enable **You** to continue the **Business** in a similar or alternative form

4. Transfer or Replacement

In the event of the

- a. Death, bankruptcy or incapacity, of or
- b. The conviction of or
- c. The desertion of the **Premises** by

The licence-holder manager tenant or occupier of the **Premises** in consequence of which the **Licence** or its renewal may be endangered **You** will at **Our** request take all practicable steps to secure the replacement of such persons by another person who will be acceptable to the licensing justices or other authority for the transfer to or renewal of the **Licence**

Policy Optional Extensions

The following Extensions in cover are operative where stated in the Schedule

Optional Extension 1 – Subsidence Heave and Landslip

The insurance provided by this Policy is extended to include the following additional cover subject to all other terms conditions limitations and exceptions of this policy

We will indemnify **You** against **Damage** caused by Subsidence Heave or landslip to the **Property** described in Section 1 of the **Schedule** happening at the **Premises** during the **Period of Insurance** up to the **Sum Insured** shown in the **Schedule** subject to the deduction of any **Excess** and/or any **Voluntary Excess**

We will not be liable under this extension for

1. **Damage** to yards, car parks, forecourts, driveways, roads, footpaths, swimming pools, walls, gates, fences unless **Damage** also occurs to the building to which such property applies
2. **Damage** caused by or consisting of
 - a. the normal settlement or bedding down of new structures
 - b. the settlement or movement of made up ground
 - c. coastal or river erosion
 - d. defective design or workmanship or the use of defective materials
3. **Damage** resulting from
 - a. demolition construction structural alteration or repair of any property at the **Premises** or
 - b. groundwork or excavation at the **Premises**
4. **Damage** as a result of movement of solid floor slabs unless there is **Damage** to the foundations beneath the exterior walls of the **Premises** at the same time
5. **Damage** which originated prior to the inception of this cover

Optional Extension 2 – Engineering Breakdown Manufacturing Production and Process Equipment

The insurance provided by Section 8 Engineering Breakdown is extended to include **Damage** as defined in respect of **Manufacturing Production and Process Equipment** subject to all other terms conditions and exceptions of this **Policy**

Section 8 Engineering Breakdown

The following alterations are made to the Definitions applicable to this Section

Accident is extended to include

1. **Damage** caused by materials being processed

Covered Equipment

Exclusion 9 **Manufacturing Production or Process Equipment** is deleted

What is Not Covered

The following additional exclusions are included

HSB will not be liable for

1. Molten Metal Breakout

Accident excludes loss or **Damage** to

 - a. surrounding **Covered Equipment** by breakout of molten metal from furnaces.
 - b. other parts of the furnace solely damaged there from
2. Tunnel Kiln Derailment

Accident excludes **Damage** to **Covered Equipment** due to derailment (howsoever caused) of cars/trucks or bogeys inside any tunnel kiln

Optional Extension 3 – Terrorism

The insurance provided by this Policy is extended to include the following subject to all other terms conditions limitations and exceptions of this policy

Definitions

Also Refer to the Policy Definitions on pages 7 to 8

The following additional definitions apply to this Extension and shall keep the same meaning wherever they appear in this Extension

Terrorism

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

Denial of Service Attack

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

This includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess non genuine traffic between or amongst networks.

Excess/Excesses

The amount or amounts shown in **Your Policy** or the **Schedule** which **We** will deduct from each and every claim at each separate location. **You** will repay to **Us** any such amount paid

Hacking

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

Head/Heads of Cover

Any of the following types of direct insurance cover:

1. Buildings or completed structures
2. Other property insured hereunder
3. Business Interruption
4. Accounts Receivable (Book Debts)

Private Individual

Any person other than

1. A company, association or partnership
2. A trustee or body of trustees where insurance is arranged under the terms of a trust
3. A person who owns Residential Property for the purpose of their business as a sole trader
4. A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied

Note

- a. where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not block of flats, each will be deemed to be a Private Individual in respect of that same property; AND
- b. where two persons have arranged insurance on Residential Property in their several names and/or the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property.

Residential Property

1. Private dwelling houses and flats
2. Household goods and personal effects

Treasury

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority

Virus or Similar Mechanism

Program, code, programming instruction or any set of instruction 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.

This includes but is not limited to Trojan horses, worms and logic bombs.

What is Covered

We will indemnify **You** in respect of all losses arising under any **Head of Cover** resulting from loss destruction of or **Damage to Property** insured under this **Policy** directly caused by an **Act of Terrorism** occurring during the **Period of Insurance** at the **Premises** but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands

Limitation

The maximum amount **We** will pay under this Extension in any one **Period of Insurance** will not exceed the **Sum Insured** or the Limit of Liability for each of the **Heads of Cover** specified in the relevant Sections of this **Policy** where the **Head of Cover** is otherwise insured

What is Not Covered

We will not be liable under this Extension for

1. Any losses arising under any **Head of Cover** directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
 - a. **Damage** to any computer or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) and whether **Your** property or not where such **Damage** is caused by **Virus or Similar Mechanism, Hacking or Denial of Service Attack**
 - b. riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. Any losses arising under any **Head of Cover** as a result of loss or destruction of or **Damage to Residential Property** insured in the name of a **Private Individual**
3. Any **Damage** or cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to an **Act of Terrorism**

Special Conditions Applicable to this Extension

1. The insurance provided by the Extension is subject to all the Definitions, Conditions, Clauses, Condition Precedents, Endorsements of the Sections of this **Policy** where the **Head of Cover** is otherwise insured together with the **Policy** Definitions and General and Claims Conditions except
 - a. any which provide for adjustments of premium
 - b. any aggregate limit on the amount borne by **You** as a result of the operation of an **Excess**
 - c. any provision for the automatic reinstatement of Sums Insured
 - d. any Long Term (Agreements) Undertaking

AND Providing That if there is conflict between this Extension and the rest of the **Policy** this Extension will prevail

2. **We** will not indemnify **You** under this Extension unless and until
 - a. **The Treasury** issues a certificate certifying that any loss was caused by an **Act of Terrorism**, as defined in this Extension
or in the event of **The Treasury** refusing to issue such a certificate
 - b. a tribunal formed by agreement between **Us** and Pool Reinsurance Company Limited decides that then cause of such loss was an **Act of Terrorism**, as defined in this Extension
3. In any action or suit or proceedings where **We** allege that any loss is not covered by this Extension the burden of proving such loss is covered will be upon **You**
4. **You** must declare to **Us** all property and/or premises owned by **You** or for which **You** are responsible including all such property and/or premises of subsidiary companies unless it is the practice of any subsidiary company to effect its own insurance

You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.