



# Commercial Office

## Policy Wording

## Contents

Introduction	3
How to make a claim	3
Who we are	3
Complaints Procedure	4
Policy Contract	6
Interpretation	7
General Definitions	8
General Claims Conditions	14
General Conditions	16
General Exclusions	19
Property: Office Building Section	20
Property: Office Contents Section	24
Property: Business Interruption Section	32
Property: Terrorism Section	35
Public & Products Liability Section	37
Employers' Liability Section	44
Commercial Legal Expenses	47

## Introduction

### to your Commercial Office Policy

This document and its attachments form your Policy and between them set out what is and isn't covered by your Policy. It is important that you read it all carefully, to make sure that the insurance covers you've bought actually provide the level of protection you need. You should bear in mind that your needs can change over time as your Business develops. If they do, it's important that you let your broker, intermediary or agent know so that we can update your Policy.

If you require advice on any aspect of your Policy please speak to your usual insurance adviser.

## How to make a claim

Claims made under this Policy are administered by Triton Global Ltd on behalf of Barbican Protect Ltd - Claims.

You should send all correspondence, notices and claims made under this Policy to Triton Global Ltd, who act as the authorised agent of the Company for all purposes under this Policy

Barbican Protect Limited - Claims  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

**Telephone:** +44 (0)117 428 9556

**Out of Hours:** +44 (0)800 206 1416

**E-mail:** [barbican@dwfclaims.com](mailto:barbican@dwfclaims.com)

Please notify ARAG plc if You need to make a claim under the Commercial Legal Expenses Section of this Policy or are considering carrying out a redundancy. Under no circumstances should You instruct Your own lawyer or accountant as the insurer will not pay any costs incurred without ARAG's consent. A claim form can be requested from ARAG plc between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).

## Who we are

Barbican Protect Ltd is authorised and regulated by the Financial Conduct Authority under reference number 467933, and is registered in England No.6185834 at 33 Gracechurch Street, London EC3V 0BT.

## Complaints Procedure

We of course aim to provide first class service. However if the Insured feels that the Company's service has fallen short of their expectation the Insured may contact the Company at any time with their complaint.

### Complaints will be handled in the following way:

- if you make a complaint we will acknowledge it within 2 working days of having received it
- our objective will be to resolve your complaint within 5 working days.

If you have any questions or concerns about your policy or the handling of a claim or if you wish to make a complaint, you can do so at any time by referring the matter to: William Hall, Barbican Protect Limited, The Hive, 47-51 Lever Street, Manchester M1 1FN; T: +44(0)161 235 6540.

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

#### Complaints Lloyd's

One Lime Street  
London EC3M 7HA

**Tel No:** +44 (0)20 7327 5693

**Fax No:** +44 (0)20 7327 5225

**E-mail:** [complaints@lloyds.com](mailto:complaints@lloyds.com) **Website:**

[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation from the Scheme in the unlikely event that we cannot meet our obligations to you. This depends upon the type of insurance, size of the business and circumstances of the claim. You can find out more at [www.fcsc.org.uk](http://www.fcsc.org.uk).

## Data Protection Notice

Your personal data may be processed and held by us in our capacity as data controllers in order for us to write and administer your policy and to assist in the claims handling process in accordance with applicable data protection laws.

The main purposes for processing your personal data are for the performance of an insurance contract or to allow us to comply with our legal obligations.

This may involve:

- Gathering and holding your personal data where it is necessary for the provision of the services referenced in this policy documentation;
- Disclosing your personal data or details of your insurance cover to companies within the Barbican Insurance Group, service providers or third parties for issuance and maintenance of your insurance policy, for the prevention of fraud or if legally required to do so;
- Obtaining and storing any relevant data to substantiate a claim.

For the reasons set out above, we may share your personal data with our associated companies, insurers or service providers in countries outside of the European Economic Area (“EEA”) where data protection laws may not offer the same level of protection as within the EEA. In these circumstances, we have strict contractual terms in place to ensure that your information remains safe and secure.

By purchasing this insurance policy and using our services, you agree to our use of your personal data, including your sensitive data. If your insurance cover involves other individuals and you have provided us with their personal data, then you agree to make them aware of our use of their personal data as per this document and our extended data privacy policy on our website (link provided below).

We will need to keep and process your personal information while you are a customer of ours and afterwards in order to meet our corporate requirements and legal and regulatory obligations.

We will only share your personal data with a third party for marketing purposes if we have obtained your explicit consent to do so. You have the right to withdraw your consent to marketing at any time by contacting the Data Protection Officer using the contact details below.

For any data access requests, if you have any queries or concerns regarding privacy or how we use your personal data, or believe any of the information that we hold on you may be inaccurate, please contact our Data Protection Officer at:

- In writing: 33 Gracechurch Street, London EC3V 0BT
- By email: [dataprotectionofficer@barbicaninsurance.com](mailto:dataprotectionofficer@barbicaninsurance.com)

To read our data privacy policy in full and for more information about your data protection rights, please visit our website at: <https://www.barbicanprotect.com/cookies-privacy-policy/>.

## Policy Contract

In consideration of the Insured having paid or agreed to pay the premium stated in the Schedule the Company agrees to indemnify the Insured or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this Policy.

Provided that

- 1 the Policyholder shall be subject to all the terms, conditions limitations and/or exclusions contained in this Policy or by additional endorsements
- 2 the Company's liability shall not exceed the sums insured or the limits of liability or any other limits expressed herein
- 3 the Schedule, general definitions, general claims conditions, general conditions, general exclusions and active covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout this Policy
- 4 the information supplied by or on behalf of the Insured is relied upon as to its completeness, correctness and accuracy by the Company. This means that if the information the Insured gives is incomplete, incorrect or inaccurate then the Insured may not be covered for any claim.

If this Policy is in the joint names of more than one Insured, each Insured shall be covered as if it had made its own application for cover and no statement or knowledge of any one Insured shall be considered to be on behalf of any other Insured.

## Several Liability

This Policy is underwritten by certain underwriters at Lloyd's and/or other insurance companies (hereinafter called them "Insurers"). The liability of Insurers under this contract is several and not joint. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Schedule. Where the insurer is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that members proportion. A member is not jointly liable for any other members proportion. Nor is any member responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address.

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural.

## Interpretation

In this Policy:

- 1** reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception, or subsequent renewal or alteration, of this Policy;
- 2** if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- 3** the headings herein are for reference only and shall not be considered when determining the meaning of this Policy;
- 4** the singular includes the plural and vice versa;
- 5** the male gender includes the female and neutral genders.

## 1 General Definitions

The following General Definitions shall apply to this Policy and that wherever these words appear within the wording starting with a capital letter shall bear the same meaning throughout the Policy other than where specifically stated.

### **Asbestos:**

- 1 exposure to asbestos, asbestos fibres or material containing asbestos; or
- 2 the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos; or
- 3 the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos.

### **Average:**

wherever a Sum Insured is said to be subject to Average if at the time of any Damage such Sum Insured is less than 85% of the total value of respective Property the Policyholder shall be considered as being their own insurer for the difference and shall bear a rateable share of the claim accordingly.

### **Bodily Injury:**

- 1 Death injury disease or illness of any person
- 2 Mental injury or mental anguish or shock, that in each case results in an identifiable psychiatric injury.

### **Building(s):**

the structure of the Premises owned or used by the Policyholder in connection with the Policyholder's Business which unless otherwise declared shall be built of Standard Construction including:

- 1 landlords fixtures and fittings and fixed fuel tanks and/or
- 2 walls gates fences yards car parks and outbuildings annexes gangways roads paved areas pavements footpaths and other structures around and pertaining to the Premises and/or
- 3 pipes cables ducting wires and associated control equipment including such property which is underground and/or in adjoining yards or roadways and which partly or wholly serves to supply the Premises but only to the extent of the Policyholder's responsibility and/or
- 4 security cameras and lights owned or used by the Policyholder situated on or around the Premises.

### **Business:**

as stated in the Schedule and no other for the purpose of this Policy.

### **Company:**

the participating insurance companies and/or Lloyd's syndicates shown in the Schedule.

### **Compensation:**

damages imposed by law which the Policyholder is legally liable to pay including interest which may be awarded on such damages and the claimant's costs.

### **Computers:**

computers, ancillary equipment, Software and data-carrying media, but not Electronic Data or information entered by or on behalf of the Policyholder.

### **Confiscation:**

confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.



**Contents:**

the contents of the Buildings which are used in connection with the Business, which belong to the Policyholder or for which the Policyholder is legally responsible, including:

- a) Computers
- b) goods held in trust, stock and samples
- c) works of art or precious metals
- d) tenants' improvements, decorations, fixtures and fittings and general contents including external signs, aerials and satellite dishes if attached to the Building
- e) pipes, ducting, cables, wires and associated control equipment within the Business Premises and extending to the public mains
- f) wines and spirits for entertainment purposes

excluding Money and Personal Effects.

**Costs and Expenses:**

all costs and expenses incurred by the Policyholder with the written consent of the Company in respect of a claim or likely claim against the Policyholder or representation of the Policyholder at proceedings in any court arising out of any alleged act or omission resulting in a claim which may be the subject of indemnity hereunder or at any coroner's inquest or fatal accident inquiry to which the indemnity expressed below applies.

**Damage:**

accidental physical loss of or destruction or damage.

**Date Recognition:**

any failure by any equipment, including hardware or Software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.

**Denial of Service Attack:**

any action 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 and include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

**Documents:**

all forms of documents of whatsoever nature including computer systems records, but excluding bearer bonds, coupons, bank notes, currency notes and negotiable instruments.

**Earth Movement:**

natural or man-made earth movement; includes, but is not limited to earthquake, seaquake, volcanic eruption or subsidence and any resultant tsunami.

**Electronic Data:**

facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes Programs Software and other coded instructions for the processing and manipulation of data or direction and manipulation of such equipment.

**Employee:**

any of the following whilst working for and under the direct control and supervision of the Policyholder in connection with the Business

- a) any person under a contract of service or apprenticeship with
  - i) the Policyholder
  - ii) any other party who is supplied or hired to the Policyholder
- b) any labour master or labour only sub-contractor or any person supplied by them
- c) any self-employed person working for the Policyholder providing labour only
- d) any person supplied to the Policyholder under a contract or agreement stipulating that such person shall be deemed to be in the employment of the Policyholder for the period of such contract or agreement
- e) any person participating in any government or otherwise authorised work experience training study exchange or similar scheme
- f) unpaid persons whilst temporarily working for the Policyholder
- g) voluntary helper.

**Excess:**

the first amount (stated in the individual Schedule) of each and every claim for which the Policyholder is responsible.

**Flood:**

rising surface or tidal waters or water overflowing from any natural or artificial watercourse except for water tanks, apparatus or pipes, whether or not driven by Storm or other weather conditions.

**Fraudulent Act:**

means any act of fraud or dishonesty committed by any Employee acting alone or acting in collusion committed with the principal intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended by such Employee to receive such gain. 'Improper personal financial gain' shall not include salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other emoluments or benefits earned in the normal course of employment.

**Geographical Limits:**

the geographical area shown in the Schedule.

**General Policy Conditions:**

the General Claims Conditions and the General Conditions of this Policy.

**Hacker:**

any party maliciously targeting the Policyholder's business and gaining unauthorised access to websites, intranets, computer systems, networks, telecoms equipment or data held electronically by the Policyholder.

**Hacking:**

unauthorised access to any computer equipment or other equipment or component or item that processes stores or retrieves data whether the property of the Policyholder or not.

**Identity Fraud:**

any party or parties who knowingly use any means of identification belonging to You without Your knowledge or specific authorisation and with the intention of committing or assisting in the commission of an illegal act.

**Item:**

as stated in the Schedule.

**Limit of Liability:**

the maximum amount the Company will pay in respect of any claim under the Employers' Liability or Products & Public Liability Sections of the Policy as set out in the Schedule.

**Money:**

cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travelers' tickets, VAT purchase receipts, contents of franking machines and, provided that they are not covered by any other insurance, holiday-with-pay stamps and luncheon vouchers, all of which belong to the Policyholder.

**Nuclear Risks:**

- (1) any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- (2) any products or services which include, involve or relate in any way to anything in (1) above, or the storage, handling or disposal of anything in (1) above;
- (3) all operations carried out on any site or premises on which anything in (1) or (2) above is located.

**Offshore:**

from the point of embarkation onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until disembarkation from a conveyance onto land following return from an offshore rig offshore platform or offshore installation.

**Period of Insurance:**

as stated in the Schedule.

**Personal Effects:**

any articles worn, used or carried about the person. This does not include cash, bank and currency notes and jewellery.

**Personal Injury:**

false arrest, detention or imprisonment, malicious prosecution; wrongful entry into, or eviction of a person from a room, dwelling or premises that they occupy; invasion of any rights of privacy.

**Policy:**

policy wording and Schedule including any endorsements.

**Policyholder:**

the person(s) or corporate body named in the Schedule.

**Pollution:**

the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon the atmosphere land (including buildings or other structures thereon) or any water course or body of water.

**Premises:**

those premises stated in the Schedule.

**Product:**

any commodity article goods or item manufactured sold supplied installed hired out serviced upgraded processed tested stored transported erected repaired altered or treated by the Policyholder in connection with the Business and no longer in the custody or under the control of the Policyholder or any Employee but excluding food and/or drink supplied for consumption whilst on the Policyholder's Premises.

**Program:**

a set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.

**Property:**

all items of tangible physical property other than Money or Securities.

**Schedule:**

the schedule attached to and forming part of the Policy that show(s) the coverage and limits selected.

**Section(s):**

the part(s) of the Policy that detail(s) the insurance cover provided.

**Securities:**

negotiable and non-negotiable instruments representing either Money or Property but not including Money or Property.

**Software:**

Programs running the Policyholder's computers, including operating systems owned or licensed by the Policyholder and application Programs used in the course of the Business, whether wholly owned or third-party.

**Standard Construction:**

built from brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or other non-combustible materials.

**Storm:**

any rainstorm, hailstorm or snowstorm and/or high winds of a destructive nature.

**Subsidence:**

subsidence, landslip or heave.

**Sum Insured:**

the maximum amount of indemnity provided to the Policyholder, set out in the Schedule, applicable to each and every incident of loss. Unless specifically stated otherwise, the Sum Insured will be automatically restored to the full amount after settlement of any claim, provided You undertake to carry out any recommendations We may make to avoid any further loss or Damage.

**Terrorism:**

an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**United Kingdom:**

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man.

**Virus:**

Programs intentionally constructed with the ability to damage interfere or otherwise adversely affect computer Programs or operations that are secretly introduced without permission or knowledge including, but not limited to, malware, worms, crimeware, dishonest adware, spyware, rootkits and Trojans.

**War:**

war, invasion, act of foreign enemies hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**We/Us/Our:**

the Company named in the Schedule.

**You/Your:**

the Policyholder named in the Schedule.

## 2 General Claims Conditions

The following General Claims Conditions shall apply to all Sections of this Policy other than where specifically amended.

### 2.1 Admission of liability

Should the Policyholder at any time admit or negotiate or settle or promise to pay any claim made against it without having first obtained the Company's written consent then the Company will be under no liability to indemnify the Policyholder in relation to that claim.

### 2.2 Assistance

In relation to any claim arising under this Policy the Policyholder shall at all times provide all information and assistance as the Company shall reasonably require.

Should the Policyholder fail to provide all information and assistance as the Company shall reasonably require then the amount of indemnity will be reduced to reflect the amount by which the Damage or loss has been increased because of such failure.

### 2.3 Claims – Rights of the Company

The Company shall be entitled whether before or after indemnification of the Policyholder to conduct in the Policyholder's name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this Policy and shall have full discretion in the conduct of any such proceedings.

The Policyholder shall allow the Company to access any Premises where Damage has occurred and to take and keep possession of or to deal with Property in any reasonable manner. No Property may be abandoned to the Company.

### 2.4 Discharge of liability

The Company may pay to the Policyholder in the event of any one claim or series of claims arising out of one occurrence that specified Limit of Liability or Sum Insured after deducting any sums already paid or any lesser amount for which the claim(s) can be settled and then be under no further liability in respect of such claim or series of claims except for the amount of any Costs and Expenses incurred prior to the date of the payment.

### 2.5 Mitigation

Following Damage to Buildings or Contents or other Property covered under this Policy, the Policyholder must take reasonable steps to minimise such Damage and avoid interruption or interference with the Business.

Following awareness of an incident which may give rise to a claim under this Policy, the Policyholder must take reasonable steps to minimise all potential loss.

Should the Policyholder fail to take all reasonable steps in time then the amount of indemnity will be reduced to reflect the amount by which the Damage or loss has been increased because of such failure.

### 2.6 Notification to the Company

The Policyholder must give the Company notification as soon as reasonably possible in writing in the event of:

- a) Damage or Bodily Injury or Personal Injury or
- b) a claim being brought against the Policyholder for which this Policy may indemnify or would but for the applicable Excess.

A detailed statement of any claim must be submitted within

- a) 7 days of any Damage by malicious persons riot or civil commotion strikers locked out workers or persons taking part in labour disturbances
- b) 30 days of the expiry of the Indemnity Period in respect of a loss under the Business Interruption Section
- c) 30 days of the happening of any other Damage or Bodily Injury or Personal Injury or such further time as the Company may in writing allow.

The Policyholder must as soon as reasonably possible forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issued against the Policyholder in consequence of any Bodily Injury, Personal Injury, loss or Damage.

The Policyholder must report to the police any Damage arising from theft, arson, malicious damage, riot or civil commotion as soon as is reasonably possible and obtain a Crime Reference Number.

Should the Policyholder fail to abide by these notification provisions with the result that the Company suffers prejudice then the amount that is paid in settlement of a claim will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

### 3 General Conditions

The following General Conditions shall apply to all Sections of this Policy other than where specifically amended.

#### 3.1 Applicable law

In the absence of any written agreement to the contrary the law applicable to this contract will be English law and all disputes will be subject to the exclusive jurisdiction of the Courts of England and Wales.

#### 3.2 Arbitration

*(Not applicable to the Employers' and Public & Products Liability Sections)*

If any dispute shall arise to the amount to be paid under any Section of this Policy (liability being otherwise admitted by the Company) such dispute shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions at the time and the making of an award shall be a condition precedent to any right of action against the Company.

#### 3.3 Cancellation

The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder so long as no claim has been received may receive a pro rata return of premium for the unexpired Period of Insurance.

#### 3.4 Changes in Facts

This Policy shall not provide indemnity in relation to any claim if any of the following occurs after the commencement of this Policy:

- a) A material alteration in the premises or Business or otherwise whereby the risk of loss or Damage is increased
- b) A material change of fact as stated in the proposal form, statement of fact or as otherwise presented to the Company

unless the Company states to the contrary following notice being given by the Policyholder immediately they become aware of the material alteration or the material change and once, if so required by the Company, an additional premium has been paid.

#### 3.5 Fraud or Wilful Act

All benefit under this Policy shall be forfeited if any claim is in any respect fraudulent or intentionally exaggerated or any fraudulent means used or if any Damage or Bodily Injury be occasioned by the wilful act or with the connivance of the Policyholder.

The benefit to be forfeited shall not include any losses paid prior to the date of, and which are unconnected with, the fraudulent act, exaggeration, wilful act or connivance.



### **3.6 Non-invalidatio**

The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Policyholder whereby the risk of Damage or Bodily Injury is increased provided that the Policyholder when they become aware shall give notice in writing as soon as reasonably possible to the Company and pay an additional premium if required.

For the avoidance of doubt this clause shall not apply to either:

- a) any breach by the Policyholder of their duty to disclose facts
- b) any breach by the Policyholder of any condition precedent under this Policy.

### **3.7 Other insurance**

The Company will not make any payment under this Policy where the Policyholder would be entitled to be paid under any other insurance if this Policy did not exist. If such other insurance is provided by the Company the most the Company will pay under this Policy will be reduced by the amount payable under such other insurance.

### **3.8 Personal Representatives**

In the event of the Policyholder's death the Company will pay such sums to the Policyholder's personal representatives as would have been payable under this Policy to the Policyholder but for the death provided that they comply with the terms and conditions of this Policy in so far as they apply.

### **3.9 Premium payment condition**

Premiums payable in full:

In consequence of the Policyholder having agreed to pay the premiums due under this Policy in full, it is hereby agreed and declared that:

- a) the premium for this insurance is to be paid to Barbican Protect Limited on the date(s) specified in the cover/debit note and/or Schedule. For this purpose Barbican Protect Limited shall be deemed to be the Company's agent
- b) in the event of the premium, in full or in part, remaining outstanding for more than 30 days after the due date (whether demanded or not) Barbican Protect Limited may at their sole discretion, without being liable to the Policyholder or the Company for any loss arising out of the exercise of that discretion, give notice to the Policyholder, or the Policyholder's insurance adviser if applicable, of cancellation and all cover under this Policy shall automatically lapse from the date of cancellation. Thereafter the Policy shall not provide any indemnity in respect of any claim or circumstance notified after the Policy has automatically lapsed
- c) upon the lapsing of the Policy under paragraph (b) above, the Policyholder shall forthwith deliver up to Barbican Protect Limited any certificate of insurance, cover note, Policy document or any other such document or evidence concerning the existence of this Policy for amendment and shall forthwith communicate the lapsing of the Policy to any person who had been notified of its existence
- d) the late acceptance of premium after the 30 days specified in paragraph (b) above shall not reinstate the Policy unless expressly agreed by Barbican Protect Limited in writing and then only on such terms as shall be determined by the Company.

### **3.10 Reasonable precautions**

The Policyholder shall take all reasonable precautions

- a) to prevent all accidents and Bodily Injury or Damage which may give rise to a claim under this Policy
- b) to observe and comply with statutory or local authority laws obligations and requirements

- c) in the selection and supervision of Employees
- d) to maintain the Buildings machinery and equipment and everything used in the Business in efficient and safe working order
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Should the Policyholder fail to take all such reasonable precautions it will be for the Policyholder to show that its failure did not lead to or materially increase the extent of the loss or Damage in respect of which the Policyholder makes a claim for indemnity and to the extent that the Policyholder is unable to do so the benefit paid under the Policy will be reduced accordingly.

### **3.11 Rights of parties**

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

### **3.12 Sanction Limitation and Exclusion Clause**

The Company shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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.

## 4 General Exclusions

The following General Exclusions shall apply to all Sections of this Policy other than where specifically amended.

The Company shall not be liable to indemnify the Policyholder for any of the following:

### 4.1 Date Recognition

Any

- 1 Damage directly or indirectly caused by or consisting of or arising from; or
- 2 liability of whatsoever nature directly or indirectly caused by or contributed to by or arising; or
- 3 proceedings that result directly or indirectly; or
- 4 additional expenditure arising directly or indirectly from Date Recognition.

### 4.2 Pollution

In respect of the Property Sections of this Policy:

Damage caused by Pollution or contamination to the applicable Property except Damage to Property which is not otherwise excluded and is caused by

- a) Pollution or contamination which itself results from insured Damage covered under that Section
- b) Damage caused by Pollution or contamination which would otherwise have been covered under that Section.

In respect of the Public & Products Liability Section of this Policy:

Pollution unless such Pollution is caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

### 4.3 Nuclear

Damage or liability directly or indirectly caused by or consisting of or arising from Nuclear Risks

Provided that in respect of the Employers' Liability Section this exclusion shall only apply where the Policyholder is under a contract and has

- 1 undertaken to indemnify another party or
- 2 assumed liability which would not have attached in the absence of such contract.

### 4.4 Terrorism and Northern Ireland

*(Not applicable to the Terrorism, Public & Products Liability or Employers' Liability Sections)*

- 1 Damage or liability directly or indirectly caused by or consisting of or arising from or in connection with any action taken in controlling preventing suppressing or in any way relating to Terrorism.
- 2 Damage to any Property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons.

If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.

In the event that any portion of the Terrorism exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

### 4.5 War

Damage or Bodily Injury or liability directly or indirectly occasioned by or in consequence of or arising out of War.

## 5 Property: Office Buildings Section

### 5.1 Cover

The Company agrees to indemnify the Policyholder in respect of Damage occurring during the Period of Insurance to Buildings or any other Items specified under this Section in the Schedule.

### 5.2 Additional Covers

The following will also be indemnified under the Policy up to the amount shown in the Schedule:

#### 5.2.1 Trace and access

Costs necessarily and reasonably incurred by the Policyholder in locating the source of the escape of water or leak of gas occurring during the Period of Insurance from any tank apparatus or pipe and the subsequent making good of Damage.

#### 5.2.2 Emergency services

Reasonable costs incurred by the Policyholder as a consequence of Damage to Buildings occurring during the Period of Insurance and which has not been excluded elsewhere in this Policy in

- 1 refilling fire extinguishing appliances
- 2 replacing used sprinkler heads
- 3 refilling sprinkler tanks
- 4 recharging gaseous flooding systems
- 5 resetting fire alarms
- 6 fire brigade charges and other extinguishing expenses made by any organisation responsible for preservation of public safety.

#### 5.2.3 Inadvertent omissions

The Policyholder having notified the Company of an intention to insure all Buildings in which the Policyholder has an interest and it being understood that all Buildings are accounted for, if any Buildings are found to have been omitted, the Company will treat it as having been insured within the terms of this Policy, provided it is of Standard Construction. This will be provided that the appropriate premium is paid either from Policy inception or from the date upon which the Policyholder became legally responsible for the Buildings and provided that the Policyholder notifies the Company of full details of the Buildings as soon as they become aware of the omission.

#### 5.2.4 Loss prevention costs

Necessary and reasonable costs incurred by the Policyholder with the Company's consent to avoid, prevent or minimise Damage to the Buildings occurring during the Period of Insurance.

#### 5.2.5 Additions to buildings

Damage to any additions or improvements to Buildings after they have been completed and become the legal responsibility of the Policyholder, provided that such Damage occurs during the Period of Insurance and that the Company has been notified of the additional values as soon as possible and that the appropriate premium has been paid.

#### 5.2.6 Selling the buildings

Without prejudice to the rights and liabilities of the Company or the Policyholder, if at the time of Damage the Policyholder has contracted to sell their interest in any Buildings and the purchase has not been but shall afterwards be completed then such purchaser shall be entitled to benefit under this Section until completion except insofar as such Buildings are more specifically insured by or on behalf of the purchaser.

#### 5.2.7 Trees, shrubs and plants

Damage occurring as a result of fire or explosion to trees, shrubs or plants which are owned by the Policyholder or for which the Policyholder is legally responsible, provided the Damage occurs at the Buildings during the Period of Insurance.

### 5.3 Buildings Exclusions

The Company shall not be liable to indemnify the Policyholder for any of the following:

- 1 Damage caused by or consisting of:
  - a) faulty or defective design materials or inherent vice latent defect gradual deterioration wear and tear or frost
  - b) change in the water table level
  - c) corrosion rust change in temperature colour texture dampness dryness wet or dry rot shrinkage evaporation loss of weight change in colour flavour texture or finish vermin moth mildew insects marring or scratching
  - d) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage and or the failure of welds of boilers
  - e) mechanical or electrical breakdown including self-ignition and or derangement of machinery or equipment
  - f) faulty or defective workmanship or operational error or omission on the part of the Policyholder or any Employee of the Policyholder
  - g) collapse or cracking, except for Damage to the main Building resulting from Subsidence
  - h) Subsidence to
    - i) walls, gates and fences, car parks, yards, private roads, pavements and paths (unless the main Building is physically damaged at the same time and by the same cause)
    - ii) solid floors (unless the walls are physically damaged at the same time and by the same cause)
  - i) demolition, building work or groundwork on the Premises
  - j) normal settlement or bedding down of new structures or made-up ground or coastal or river erosion
  - k) theft or attempted theft from any unlocked room/Building when not in use by the Policyholder
  - l) pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds
  - m) maintenance or routine redecoration
  - n) any Virussave where such Damage is caused by an incident or occurrence not otherwise excluded.
- 2 Business Interruption loss of any kind or description.
- 3 the Excess.

### 5.4 What the Policy will pay

The Company will pay the value of the Property at the time of the Damage up to the Sum Insured except where stated below or in the Schedule. No more than the total Sum Insured can be paid for the combined cost of rebuilding or repair and all other costs.

#### 5.4.1 Rebuilding and repair

At the Company's option, the Company will pay the cost of rebuilding or repairing the Buildings, provided the Policyholder carries out the rebuilding or repair without any unreasonable delay and the cost has actually been incurred.

The amount payable shall be calculated in accordance with the following:

- 1 where a Building is destroyed: the rebuilding of the Building to a condition equal to or substantially the same as but not better or more extensive than its condition when new
- 2 where a Building is damaged: the repair or the restoration of the damaged portion of the Building or the rebuilding of the Building to a condition equal to or substantially the same as but not better or more extensive than its condition when new

- 3 where the Building suffers partial Damage, the liability of the Company shall not exceed the amount that the Company could have been called upon to pay for reinstatement if such Building had been wholly destroyed.

#### 5.4.2 Additional costs

The Company will pay necessary and reasonable Costs and Expenses incurred in rebuilding or repairs following Damage insured under this Section as follows:

- a) Buildings debris removal from the Premises or immediately adjacent area
- b) Dismantling, demolishing, shoring up or propping up any part of the Buildings
- c) Additional Costs and Expenses incurred in the repair or rebuilding of Buildings following Damage solely for the compliance with statutory or local authority requirements with regard to the damaged part of the Buildings, excluding:
  - i) where notice had been served of any such requirement prior to the Damage occurring
  - ii) in respect of Damage occurring prior to the granting of this cover
  - iii) in respect of Damage not insured by this Section
  - iv) for which there is an existing requirement which has not yet been implemented
  - v) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property by reason of compliance with any of the requirements

and providing that when originally built the Buildings conformed to government and local authority regulations pertaining at that time

- d) Architects', surveyors' and/or consulting engineers' fees
- e) Clearing, cleaning and repairing blocked or damaged drains, gutters, sewers and similar structures on the Premises.

We will not pay for the cost of preparing a claim.

#### 5.4.3 Rebuilding conditions

The Company will pay the Policyholder for the rebuilding or replacement of Buildings which are totally destroyed in any manner suitable to the requirements of the Policyholder and/or on another site as long as this does not increase the cost.

#### 5.4.4 Condition of average

Each Sum Insured is declared to be separately subject to Average.

#### 5.4.5 Workmen

Workmen are allowed on the Premises for the purpose of making structural and other alterations (including general maintenance decoration and repair) from time to time without prejudice to this insurance.

### 5.5 Section Conditions

#### 5.5.1 Repairs

Following any Damage, the Policyholder should ensure that necessary urgent repairs are carried out immediately. Before any other repair work begins the Company has the right to inspect the damaged Property and will notify the Policyholder if this is required.

#### 5.5.2 Unoccupancy

If the Buildings or a portion thereof are to be unoccupied or will not be used for more than 30 consecutive days the Policyholder undertakes to notify the Company immediately and ensure that:

- 1 all combustible contents including packing materials and packing cases are removed
- 2 water gas and electricity supplies are disconnected except where otherwise agreed with the Company
- 3 the Buildings are inspected weekly internally and externally by the Policyholder or employees or representative of the Policyholder and
  - a) a record of such inspections are kept
  - b) all defects in security and maintenance are rectified immediatelyunless otherwise agreed with the Company.

Should the Policyholder fail to abide by these undertakings with the result that the Company suffers prejudice then the amount that is paid in settlement of a loss will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

#### **5.5.3 Building works**

If the Policyholder proposes to undertake work estimated at a cost of GBP75,000 or more to extend, renovate, build or demolish any part of the Buildings, the Policyholder undertakes to notify the Company of the work a minimum of 30 days before the work starts and before any contract is entered into for the works. The Company reserves the right to then amend the terms of this Policy. Failure to notify the Company of such work will lead to no payment being made for any Damage directly or indirectly caused by or resulting from the building works. (Notification is not required if the work is for redecoration only.)

#### **5.5.4 Automatic Reinstatement of Sum Insured**

In consideration of the Sums Insured not being reduced by the amount of any loss the Insured undertakes to pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance, and to carry out any measures that the Insurers may require to prevent further Damage or enhance the security of the Premises. Subject to the Insurers liability not exceeding the Sum Insured in respect of any one Item in respect of any one occurrence.

## 6 Property: Office Contents Section

### 6.1 Cover

The Company agrees to indemnify the Policyholder in respect of Damage occurring during the Period of Insurance to Contents contained in the Buildings or any other Items specified under this Section in the Schedule.

### 6.2 Additional Covers

The following will also be indemnified under the Policy up to the amount shown in the Schedule:

#### 6.2.1 Costs consequent to glass breakage

Necessary and reasonable costs incurred by the Policyholder following breakage or scratching of glass, mirrors and sanitary fittings at the Buildings belonging to or for which the Policyholder is legally responsible, during the Period of Insurance; including:

- a) temporary boarding up
- b) repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass
- c) replacement lettering or other ornamental work and alarm foil on glass.

#### 6.2.2 Addition to Contents

Damage occurring to any additional Contents during the Period of Insurance, as long as additional values have been notified to the Company as soon as possible and the appropriate premium paid.

#### 6.2.3 Emergency services

Reasonable costs incurred by the Policyholder as a consequence of Damage to Contents occurring during the Period of Insurance and which has not been excluded elsewhere in this Policy in

- a) refilling fire extinguishing appliances
- b) recharging gaseous flooding systems
- c) resetting fire alarms
- d) fire brigade charges and other extinguishing expenses made by any organisation responsible for preservation of public safety.

#### 6.2.4 Fidelity

Notwithstanding Contents Exclusion 10 'Fraud', the Company will indemnify the Policyholder:

up to GBP50,000 in the aggregate during any one Period of Insurance against loss of Money, Securities or Property owned or leased by the Policyholder directly resulting from a Fraudulent Act first discovered and notified to the Company during the Period of Insurance and committed in connection with the conduct of the Business.

Provided that:

- a) no indemnity shall be given:
  - i) to any person committing or condoning a Fraudulent Act and the sum payable shall be only the amount of liability in excess of the amount (if any) recovered from such Employee
  - ii) in respect of a Fraudulent Act committed by an Employee subsequent to the discovery of a Fraudulent Act committed by the same Employee
  - iii) for loss of interest, penalties, fines or business interruption losses of any kind
  - iv) for any unexplained shortages
  - v) where proof of existence of Property or the amount of any loss is dependent solely upon an inventory computation or a profit and loss computation
  - vi) in respect of a director of the Policyholder who controls more than 5% of the issued share capital of the Policyholder company or any subsidiary of the Policyholder company



- vii) in respect of any loss discovered more than 6 months after the termination of:
  - a) the insurance in respect of the subject Employee specified by name or position
  - b) the employment of the subject Employee
- b) the Policyholder undertakes to have in place at all times the following Minimum Standards of Control:
  - i) all manually prepared cheques or other bank instruments drawn for more than GBP25,000 shall require two manually applied signatures to be added after the amount has been inserted
  - ii) in respect of computer or machine prepared cheques or other bank instruments for more than GBP25,000, supporting documentation shall be examined and authorised before requisition is input and shall also require one manually applied signature to be added after the cheque or instrument is prepared

Should the Policyholder fail to abide by these undertakings with the result that the Company suffers prejudice then the amount that is paid in settlement of a loss will be reduced by an amount the additional loss or cost to the Company occasioned by such prejudice.
- c) any Money of the subject Employee held by the Policyholder upon discovery of any loss and any Money but for the Employee's theft would have been due from the Policyholder shall insofar as lawfully permissible be deducted from any claim
- d) the Company will also indemnify the Policyholder for reasonable expenses necessarily incurred with Our written consent solely to substantiate the amount of any loss, provided that:
  - i) the Company will not indemnify expenses paid by the Policyholder to its own staff for salaries, wages or similar expenses, and
  - ii) such expenses shall be deducted from the aggregate limit for this Additional Cover and shall not be in addition, and
  - iii) the Policyholder has established a valid claim under this Additional Cover
- e) the Company will also indemnify the Policyholder for the reasonable cost of re-writing or amending the software programmes or systems where such re-writing or amending is necessary to correct the programmes or amend the security codes following the fraudulent use of computer hardware or software programmes or computer systems that is the subject of a claim under this Additional Cover provided that:
  - i) such expenses shall be deducted from the aggregate limit for this Additional Cover and shall not be in addition, and
  - ii) the Policyholder has established a valid claim under this Additional Cover
- f) if this insurance immediately supersedes a fidelity insurance effected by the Policyholder (the 'superseded insurance'), the Company will indemnify the Policyholder in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the superseded insurance if the loss is not recoverable under the superseded insurance solely because the period allowed for discovery has expired provided that:
  - i) such superseded insurance had been continuously in force from the time of the loss until inception of this insurance;
  - ii) the loss would have been insured by this insurance had it been in force at the time of the loss;
  - iii) the Company's liability shall not exceed whichever is the lesser of the:
    - a) amount recoverable under the superseded insurance in force at the time of the loss, or
    - b) the aggregate limit under this Additional Cover;
  - iv) the Company's total liability in respect of any one claim continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the aggregate limit under this Additional Cover

g) for the purposes of this Additional Cover, the term 'Employee' shall include any person furnished by a staff or employment agency who by arrangement with such agency is working for the Policyholder on a temporary or part-time basis in connection with the Business to perform the duties and function of an Employee under the direct control and supervision of the Policyholder but excluding persons employed as:

- i) drivers
- ii) in connection with warehouse duties, and
- iii) with computer operations or computer programming

unless specifically stated as insured, provided that no indemnity shall be given for any loss caused by any such person if such loss is also covered for the benefit of the Policyholder by any insurance or guarantee held by the staff or the employment agency furnishing such person.

#### **6.2.5 Money**

Damage to Money held in connection with the Business which occurs during the Period of Insurance

- a) in the Buildings while open for business
- b) in the Buildings in a locked safe
- c) in transit within the United Kingdom and the Republic of Ireland or whilst at the home of any partner, director or Employee of the Policyholder.

#### **6.2.6 Identity Fraud**

Reasonable and necessary expenses as follows, incurred by the Policyholder exclusively as the direct result of an Identity Fraud which occurs during the Period of Insurance in connection with the Business:

- a) solicitor's fees to defend a claim against the Policyholder by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature
- b) the cost of certified postage and telephone calls to the police, financial institutions and credit agencies in connection with the Identity Fraud
- c) fees charged for re-application for an initially rejected commercial loan.

#### **6.2.7 Personal Effects**

Damage to the Personal Effects of Employees of the Policyholder or visitors to the Buildings occurring in the Buildings during the Period of Insurance that are not insured elsewhere.

#### **6.2.8 Reconstitution of Electronic Data**

Reasonable costs for reconstituting the Electronic Data needed to continue the Business, if that Electronic Data has been lost or distorted as a direct result of Damage covered under this Section.

#### **6.2.9 Reconstitution of other business documents**

Reasonable costs for reconstituting non-electronic documents needed to continue the Business, if those documents have been lost or destroyed as a direct result of Damage covered under this Section.

#### **6.2.10 Lock replacement**

Reasonable costs incurred to replace locks and keys in order to secure the Buildings or safes following the theft of keys involving force and violence and occurring during the Period of Insurance.

#### **6.2.11 Building damage by theft**

Reasonable costs of repairs necessitated by Damage to the Buildings caused by theft or attempted theft and for which you are legally liable, occurring during the Period of Insurance.

#### **6.2.12 Personal assault following robbery or attempted robbery**

Compensation will be paid as set out in the Schedule if any partner, director or Employee of the Policyholder is physically injured in a robbery or attempted robbery during the Period of Insurance whilst in the course of the Policyholder's Business either at the Buildings or within the Geographical Limits and dies or is permanently disabled solely and directly as a result of the injury within two years of the date of the incident. This cover applies only to those between the ages of 16 and 70 years at the start of the Period of Insurance.

#### **6.2.13 Metered water and fuel**

Cost incurred for any metered water and/or fuel used at the Buildings in connection with the Business when that water or fuel has been accidentally released or made unusable for its intended purpose as a direct result of Damage during the Period of Insurance to storage tanks, equipment or pipes arising from any cause that is not excluded elsewhere in this Policy.

#### **6.2.14 Undamaged tenant's improvements**

The value of undamaged tenant's improvements in connection with the Business if as a consequence of Damage which occurs to the Buildings during the Period of Insurance, the Policyholder's lease is cancelled by the lessor under a valid condition of the lease, provided they are an insured Item under this Policy.

#### **6.2.15 Contents temporarily elsewhere**

Damage occurring during the Period of Insurance to Contents temporarily away from the Premises and anywhere in the world, including whilst in transit.

#### **6.2.16 Contents kept at home**

Damage occurring during the Period of Insurance to Contents kept at the home of any partner, director or Employee of the Policyholder provided that their home is in the United Kingdom or the Republic of Ireland.

#### **6.2.17 Documents**

The Company's liability for Documents shall not exceed GBP50,000 or the Contents Sum Insured stated in the Schedule, whichever is the lower.

It is understood that the Company's liability in respect of Documents be limited to the value of the materials together with the cost of rewriting or reproducing the same and not for their value to the Policyholder.

### **6.3 Contents Exclusions**

The Company shall not be liable to indemnify the Policyholder for any of the following:

- 1 Damage caused by or consisting of:
  - a) faulty or defective design materials or inherent vice latent defect gradual deterioration wear and tear
  - b) frost, other than Damage due to water leaking from burst pipes forming part of the permanent internal plumbing provided the Building is occupied and in use
  - c) change in the water table level
  - d) corrosion rust vermin moth mildew insects marring or scratching
  - e) change in temperature colour texture dampness dryness wet or dry rot shrinkage evaporation loss of weight change in colour flavour texture or finish unless as a result of Storm or fire

- f) mechanical or electrical breakdown including self-ignition and or derangement of machinery or equipment (other than Computers)
- g) faulty or defective workmanship on the part of the Policyholder or any Employee of the Policyholder
- h) coastal or river erosion
- i) theft or attempted theft from any unattended motor vehicle unless the vehicle is securely locked and such equipment is concealed or placed in a locked boot
- j) disappearance unexplained or inventory shortage misfiling or misplacing of information clerical error book keeping accounting or billing errors or omissions
- k) pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds
- l) any Virus or Hacker

save where such Damage is caused by an incident or occurrence not otherwise excluded

- 2 business interruption loss of any kind or description
- 3 Damage or breakdown (other than by fire) resulting from its undergoing any testing commissioning cleaning service or repair
- 4 breakdown of Computers which is not covered by a maintenance rental hire or lease agreement or manufacturer's warranty providing free parts and free labour at inclusive cost
- 5 Damage or breakdown recoverable under a guarantee or maintenance agreement
- 6 Damage or breakdown (other than by fire and explosion) resulting from faulty connections incompatibility of components and software programming failure
- 7 Damage to Contents being cleaned, worked on or maintained
- 8 Computer malfunction: loss or distortion of information resulting from any error or malfunction of Computers
- 9 Lost or distorted information: the value to the Policyholder of any lost or distorted information
- 10 Fraud: loss by fraud or dishonesty of any partner, director or Employee of the Policyholder save as covered under the 'Fidelity' Additional Cover above
- 11 Property title: loss due to the Policyholder parting with title or possession of Property or rights to Property
- 12 Confiscation
- 13 the Excess.

#### **6.4 What the Policy will pay**

The Company will pay up to the Sum Insured except where stated below or in the Schedule.

##### **6.4.1 Repair and replacement**

The Company will repair, replace or pay for at Our discretion any lost or damaged items as follows:

- a) cost of repair or replacement as new of Contents, except for stock and samples or goods held in trust or Personal Effects
- b) cost of repair or replacement at cost price to the Policyholder of stock and samples except for second hand stock or goods held in trust
- c) the cost of repair or replacement at trade market value of second hand stock, except for goods held in trust

- d) for goods held in trust, whichever is the lesser of:
  - i) the Policyholder's liability for the goods held in trust
  - ii) cost of repair or replacement at trade market value of those goods
- e) cost of repair or replacement as new of Personal Effects, up to but no more than the sum set out in the Schedule for each incidence of loss.

#### **6.4.2 Debris removal**

The Company will pay necessary and reasonable Costs and Expenses incurred in Contents debris removal from the Premises or immediately adjacent area following Damage insured under this Section.

#### **6.4.3 Condition of average**

Each Sum Insured is declared to be separately subject to Average.

#### **6.4.4 Personal assault following robbery or attempted robbery**

Compensation will not be paid for the same injury under more than one heading shown in the Schedule.

#### **6.4.5 Pairs and sets**

Payment for Damage to Contents which have an increased value as part of a pair or set will take account of the increased value.

#### **6.4.6 Other interests**

Any payment made will take into account the interest of any party having an insurable interest in the Contents insured, provided the Policyholder has notified the Company in advance of the nature and extent of that interest and the name and address of the interested party.

#### **6.4.7 Fraud and dishonesty**

The maximum payable for all losses incurred during the Period of Insurance as a result of fraud or dishonesty of any partner, director or Employee of the Policyholder is the sum set out in the Schedule.

#### **6.4.8 Computer breakdown**

The maximum payable for any loss Insurance as a result of breakdown of Computers during the Period of Insurance is the sum set out in the Schedule. This is an aggregate limit that applies across the entire Contents and Business Interruption Sections of this Policy.

### **6.5 Section conditions**

#### **6.5.1 Data back-up**

The Company will make no payment for reconstitution of Electronic Data unless all reasonable steps have been taken by the Policyholder to make back-up copies of all such Electronic Data at least once a week and the copies are stored elsewhere than the Buildings.

### 6.5.2 Protections

The Company will make no payment under this Section unless all fire alarms, security systems and physical protections set out below are in full operation whenever the Buildings are left unattended. The Policyholder must notify the Company as soon as reasonably possible if for any reason a system is not in proper working order, in which circumstances the Company reserves the right to vary the terms and conditions of this Policy. All systems must be regularly serviced under contract by a reputable company at least once a year.

### 6.5.3 Workmen

Workmen are allowed on the Premises for the purpose of making structural and other alterations (including general maintenance decoration and repair) from time to time without prejudice to this insurance.

### 6.5.4 Physical Security Specification

The Policyholder undertakes that:

- 1 The final exit door to Your Premises is secured by means of a mortice deadlock or rim lock conforming to or superior to BS3621 or a key operated multi-point locking system having at least 3 locking bolts.
- 2 All other external doors and internal doors providing access to any part of the Building not occupied by the Policyholder are secured by means of either a locking device, specified in (1) above, or by two key operated security bolts to engage the door frame.
- 3 Any external door, or internal door, including emergency exits providing access to any part of the Building not occupied by the Policyholder are secured by means of either a panic bar locking system incorporating bolts which engage both the head and sill of the door frame or by a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4 All ground and basement level opening windows and any upper floor opening windows/skylights accessible from roofs, balconies, fire escapes, canopies, down pipes and other features of the Building are to be secured by means of either a key-operated locking device or permanently screwed shut.

NB. This requirement does not apply to windows and/or skylights that are protected by means of either fixed round or square section solid steel bars not more than 10cm apart, or fixed expanded metal, weld mesh or wrought ironwork grilles or proprietary collapsible locking gate grilles.

- 5 The local fire authority are consulted before replacing or augmenting the existing locking device fitted to a designated emergency exit door.

Should the Policyholder fail to abide by these undertakings with the result that the Company suffers prejudice then the amount that is paid in settlement of a loss will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice

### 6.5.5 Additional Security Requirements: Intruder Alarm Specification

Where the Computer Sum Insured is greater than GBP25,000 the Policyholder undertakes that:

An intruder alarm is installed and maintained by a member company of the National Security Inspectorate (NSI) or the Security Systems & Alarms Inspectorate Board (SSAIB), and it is in accordance with the following specification.

- a) Concealed magnetic contacts are fitted to all perimeter doors.
- b) Environmentally suited, strategically sited volumetric detection devices are protecting all areas where Computers are present.

- c) The alarm incorporates local audible signaling with internal and external sirens and are connected to a 24-hour monitored central station by means of remote signaling.

Should the Policyholder fail to abide by these undertakings with the result that the Company suffers prejudice then the amount that is paid in settlement of a loss will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

#### 6.5.6 Unoccupancy

If the Buildings or a portion thereof are to be unoccupied or will not be used for more than 30 consecutive days the Policyholder undertakes to notify the Company immediately and ensure that:

- 1 all combustible contents including packing materials and packing cases are removed
- 2 water gas and electricity supplies are disconnected except where otherwise agreed with the Company
- 3 the Buildings are inspected weekly internally and externally by the Policyholder or employees or representative of the Policyholder and
  - a) a record of such inspections are kept
  - b) all defects in security and maintenance are rectified immediately

unless otherwise agreed with the Company.

Should the Policyholder fail to abide by these undertakings with the result that the Company suffers prejudice then the amount that is paid in settlement of a loss will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

#### 6.5.7 Building works

If the Policyholder proposes to undertake work estimated at a cost of GBP75,000 or more to extend, renovate, build or demolish any part of the Buildings, the Policyholder undertakes to notify the Company of the work a minimum of 30 days before the work starts and before any contract is entered into for the works. The Company reserves the right to then amend the terms of this Policy. Failure to notify the Company of such work will lead to no payment being made for any damage directly or indirectly caused by or resulting from the building works. (Notification is not required if the work is for redecoration only.)

Should the Policyholder fail to abide by these undertakings with the result that the Company suffers prejudice then the amount that is paid in settlement of a loss will be reduced by an amount which reflects the additional loss or cost to the Company occasioned by such prejudice.

## 7 Property: Business Interruption Section

The following special definitions shall apply to this Section.

### 7.1 Special definitions for this Section

**Additional Increased Costs of Working:**

Additional Costs and Expenses reasonably and necessarily incurred by the Policyholder in order to continue in Business or minimise reduction of Income during the Indemnity Period in consequence of the Damage or restriction; such Costs and Expenses require the prior consent of the Company and not shall not be limited to the reduction in Income saved.

**Income:**

the money paid or payable to the Policyholder for goods sold and delivered and for services rendered in the course of the Business including rental income received.

**Increased Costs of Working:**

Costs and Expenses necessarily and reasonably incurred by the Policyholder exclusively for the purpose of avoiding or minimising reduction in Income during the Indemnity Period in consequence of the Damage or restriction, but to be no more than the reduction in Income saved.

**Indemnity Period:**

starting from the date of the Damage or upon which the restriction affecting the Business is imposed, and lasting for the period during which Your Income is affected as a result of the Damage or restriction, which shall not exceed the number of months set out in the Schedule.

**Specified Human Disease:**

illness sustained by any person resulting from: Acute Encephalitis Anthrax Chickenpox Cholera Diphtheria Dysentery Erysipelas Food or drink poisoning Legionellosis Leprosy Leptospirosis Lyme Disease Malaria Measles Meningococcal Infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague (bubonic, pneumonic, septicaemic) Poliomyelitis Puerperal Fever Rabies Rubella Scarlet Fever Smallpox Tetanus Toxoplasmosis Tuberculosis Typhoid Fever Typhus Viral Haemorrhagic Fever Viral Hepatitis (types A, B & C) Whooping Cough Yellow Fever; or any human infectious or contagious disease of which an outbreak must be notified to the local authority.

**Standard Income:**

the Income during that period in the twelve months immediately before the date of the Damage or restriction which corresponds with the Indemnity Period adjusted for opening and closing work in progress.

### 7.2 Cover

The Company agrees to indemnify the Policyholder in respect of:

- a) loss of Income
- b) Increased Costs of Working, and
- c) Additional Increased Costs of Working

As specified under this Section in the Schedule, in the event of the Business carried on by the Policyholder at the Premises being interrupted or interfered with as a consequence of any of the following during the Period of Insurance:



#### **1 Damage to Property:**

Damage to Property, provided at the time of the Damage there is in force an insurance covering such Damage and payment shall have been made or liability admitted under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount. In the case of breakdown Damage to Computers, this requirement is met if they are under a manufacturer's guarantee or a separate maintenance contract either of which includes free parts and labour in the event of a breakdown.

#### **2 Denial of access:**

Damage to Property in the vicinity of the Premises preventing or hindering the Policyholder's access to the Premises.

#### **3 Suppliers:**

Damage, except for Damage caused by Flood or Earth Movement, arising at the premises of one of the Policyholder's suppliers operating and based in the European Union except for water, gas, electricity or telecommunications services.

#### **4 Public utilities**

Failure for more than 24 consecutive hours in the supply of water, gas, electricity or telecommunications services supplied to the Premises by a supplier operating and based in the European Union and caused by Damage to any land-based premises of the supply authority or the terminal feed to the Premises, except for Damage caused by Flood or Earth Movement.

#### **5 Public authority:**

The Policyholder's inability to use the Premises following restrictions imposed by a public authority as a result of:

- a) a murder or suicide occurring at the Premises
- b) occurrence of a Specified Human Disease at the Premises
- c) injury or illness of any person traceable to food or drink consumed on the Premises
- d) vermin or pests at the Premises.

### **7.3 Business Interruption Exclusions**

The Company shall not be liable to indemnify the Policyholder for any of the following:

#### **Terrorism:**

The Company will make no payment for any interruption to Your Business caused directly or indirectly by, resulting from or in connection with Terrorism.

#### **Liquidation:**

The Company will make no payment under this Section upon Your Business being:

- 1 discontinued permanently
- 2 making a composition or arrangement with creditors; or
- 3 have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986; or
- 4 have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator; or
- 5 have a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator, receiver or receiver and manager of his business or undertaking duly appointed; or
- 6 have an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures.

## 7.4 What the Policy will pay

The Company will pay up to the Sum Insured except where stated below or in the Schedule, up to but no longer than the Indemnity Period set out in the Schedule against each Item Insured.

The amount paid by the Company will be exclusive of Value Added Tax if you are accountable for such tax to the tax authorities; amounts payable are calculated as follows:

### 7.4.1 Loss of Income

The difference between Your Income during the Indemnity Period (adjusted for opening and closing work in progress) and Your Standard Income, less any savings resulting from the reduced Costs and Expenses You pay out of Your Income during the Indemnity Period as a result of the Damage or restriction.

### 7.4.2 Increased Costs of Working and Additional Increased Costs of Working

The Increased Costs of Working with the deduction from the total of any Business expenses or charges which no longer apply or are reduced.

### 7.4.3 Outstanding debts

The total paid for loss of Income includes any of the Business's outstanding debts which the Policyholder is unable to recover as a direct result of Damage to accounting records provided an accurate record has been kept of all amounts owed to the Policyholder and a copy of that record has been stored elsewhere than the Premises.

### 7.4.4 Professional fees

The total paid for loss of Income includes the reasonable fees paid to a professional accountant by the Policyholder for the production of information requested by the Company as evidence to support a claim under this Section.

### 7.4.5 Amended loss of Income

The total paid for loss of Income shall be amended to take into account circumstances or business trends that affect the Policyholder's Business, either before or after the loss, so that the total paid is a fair and reasonable reflection of the result that would have been achieved had it not been for the Insured Damage or restriction.

### 7.4.6 Aggregate limit for Computers

The maximum payable for any loss as a result of breakdown of Computers during the Period of Insurance is the sum set out in the Schedule. This is an aggregate limit that applies across the entire Contents and Business Interruption Sections of this Policy.

### 7.4.7 Alternative trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Policyholder or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Income during the Indemnity Period.

## 8 Property: Terrorism Section

### 8.1 Cover

#### 8.1.1 Buildings and Contents

If an additional premium has been paid by the Policyholder for the Buildings and/or Contents part of this Section, this Policy is extended to cover Damage caused by Terrorism occurring during the Period of Insurance to the Property under the Buildings and/or Contents Sections of this Policy located in England, Wales or Scotland (not including the Channel Islands or the Isle of Man), but only where the Terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

#### 8.1.2 Business Interruption

If an additional premium has been paid by the Policyholder for the Business Interruption part of this Section, the Company will treat any Damage caused by Terrorism occurring during the Period of Insurance as Damage for the purposes of the Business Interruption Section of the Policy, but only where the Terrorism has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.

*Other than those set out below, any exclusion of Terrorism included in the Buildings, Contents or Business Interruption Sections of this Policy will not be applied to the coverage paid for and provided under this Section of the Policy.*

### 8.2 Terrorism Exclusions

The Company shall not be liable to indemnify the Policyholder for any of the following:

#### 8.2.1 War

Damage caused by War.

#### 8.2.2 Virus

Damage to any Computer system or other equipment or component or system or item which processes, stores or transmits or receives Electronic Data or any part of Electronic Data, whether tangible or intangible (including, but without limitation, any information or Program or Software) and whether or not the property of the Policyholder, where such Damage is caused by any Virus or similar mechanism or Hacking or Denial of Service Attack.

### 8.3 Excluded Terms and Conditions

The following Policy terms and conditions do not apply to any coverage provided by this Section to the Policy:

- a) provision for automatic reinstatement of the Sum Insured; or
- b) any long term agreement or undertaking; or
- c) any terms and conditions providing for adjustment to the premium based on any declarations made by the Policyholder; or
- d) any aggregate Excess amount; or
- e) any extension to cover property located outside England, Wales or Scotland; or
- f) any provision for a premium refund following cancellation, but only when such cancellation relates solely to the relates solely to the coverage under this extension. In the event You cancel the coverage under this extension any unpaid premium for the Period of Insurance must be paid to Us.

#### 8.4 Section Conditions

- a) the Policyholder must pay the Company the additional premium required to obtain the Terrorism Section to the Policy
- b) any outstanding balance of premium for Terrorism cover relating to any previous Period of Insurance must have been paid to the Company or to another member of Pool Reinsurance Company Limited to whom such balance was due where the Company did not provide the previous insurance
- c) the Policyholder must fully maintain any Terrorism risk management procedures, provisions and protections; every such procedure, provision and protection must be fully operational at the time of any loss for which a claim is made under this Section
- d) Buildings and Contents and Business Interruption can only be covered under this Section if these Sections are also covered under the Policy.

## 9 Public & Products Liability Section

### 9.1 Cover

The Company agrees to indemnify the Policyholder for Compensation arising out of accidental

- a) Bodily Injury sustained by any person
- b) Damage to Property not belonging to or in the custody or under the control of the Policyholder or any Employee
- c) obstruction trespass nuisance or interference with any easement right of air light water or way
- d) Personal Injury

occurring within the Geographical Limits during the Period of Insurance in connection with the Business.

Provided that the Company's liability shall not exceed the Limit of Liability stated in the Schedule.

In addition the Company shall also indemnify the Policyholder for Costs and Expenses.

### 9.2 Additional Conditions

#### 9.2.1 Terrorism

The liability of the Company for claims arising out of Terrorism shall not exceed the limit stated within the Schedule.

### 9.3 Extensions

The following extensions shall be subject otherwise to the Section conditions exclusions and terms and the General Policy Conditions and General Exclusions and limitations. The extensions stated below shall not increase the Company's liability stated within the Schedule for this Section.

The insurance by this Section extends to cover:

#### 9.3.1 Additional insured parties

At the request of the Policyholder

- a) any director partner or Employee in respect of liability for which the Policyholder would have been entitled to indemnity under this Section if the claim for which the indemnity has been sought has been made against the Policyholder
- b) any officer member voluntary helper or Employee of the Policyholder's canteen social sports and welfare organisation or first aid security fire or ambulance services whilst acting in their respective capacities
- c) any director or senior official of the Policyholder in their private capacity arising out of work undertaken for them by Employees.

#### 9.3.2 Compensation for court attendance

Any director partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section.

The Company will provide compensation to the Policyholder up to following rates per day on which attendance is required

- |  |        |
|--|--------|
| a) any director or partner of the Policyholder | GBP250 |
| b) any Employee                                | GBP100 |

### 9.3.3 Criminal prosecution defence costs

The insurance by this Section extends to cover the Policyholder at their request (or at the request of the Policyholder any director of the Policyholder or Employee) against the legal fees and expenses incurred with the Company's prior written approval in defending the Policyholder in respect of prosecution under any statute or statutory regulations or equivalent legislation applicable in Scotland or Northern Ireland for an offence alleged to be first committed during the Period of Insurance in connection with the Business in respect of a liability that may form the subject of indemnity under this Section provided that in the event of any wilful concealment by the Policyholder at any time of any fact or matter in any way relevant to the defence of a claim insured under this extension then all provisions in this extension are void save that the Company may recover from the Policyholder all fees and expenses that the Company indemnified the Policyholder under this extension.

### 9.3.4 Cross liabilities

Where more than one party is named as the Policyholder each party shall be regarded as though they were individually insured. Provided that

- a) this extension shall not apply to liability for which an indemnity is or would be granted but for the existence of this insurance under any Employers' Liability insurance
- b) this extension shall not apply to liability arising directly or indirectly in connection with Damage to Premises (including Contents) the occupancy of which is shared between two or more parties named as Policyholder
- c) the aggregate amount of indemnity payable shall not exceed the limit stated in the Schedule.

### 9.3.5 Custody or control

The Policyholder's liability for Damage to Property in the custody of or under the control of the Policyholder but solely in respect of

- a) directors' Employees' or visitors' Personal Effects (including motor vehicles)
- b) Property at premises not owned leased hired or rented by the Policyholder but in their temporary occupation or possession for the purpose of work therein or thereon except for the specific part of the premises or for Property which is being worked on
- c) premises leased or rented to the Policyholder provided that liability for such Damage is not assumed by the Policyholder under agreement which would not have attached in the absence of such agreement.

### 9.3.6 Death of the Policyholder

In the event of death of the Policyholder the Policyholder's personal representatives in respect of legal liability incurred by the Policyholder provided that such representative shall act as though they were the Policyholder.

### 9.3.7 Defective Premises Act 1972

The Policyholder against liability for Bodily Injury or Damage incurred by the Policyholder by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975 in connection with premises disposed of by the Policyholder and which prior to disposal was occupied by the Policyholder in connection with the Business excluding

- a) any liability where the Policyholder is entitled to indemnity under any other insurance
- b) any claim for the cost of remedying any defect or alleged defect which if not remedied may result in liability to which the indemnity expressed in this Section applies.

Provided that the Company's liability for such extension shall be limited to GBP250,000.

### 9.3.8 Indemnity to principals

Any principal as though they were also the Policyholder in respect of liability arising out of Bodily Injury or Damage to Property resulting from the performance of work by the Policyholder but only to the extent required by any contract or agreement entered into for the performance of such work. Provided that the principal shall observe fulfil and be subject to the Section conditions exclusion and terms and the Policy Conditions Exclusions and limitations.

### 9.3.9 Motor vehicle contingent liability

The Policyholder for liability arising from Bodily Injury or Damage to material property arising from the ownership possession or use of mechanically propelled vehicles used in connection with the Business of the Policyholder and that are neither the Property of or provided by the Policyholder nor being driven by the Policyholder but only to the extent where there is no entitlement to indemnity under any motor policy or other more specific insurance.

Provided that

- a) the Company shall not be liable in respect of Damage to such vehicle or to goods conveyed therein or thereon and shall indemnify the Policyholder and no other person
- b) the Company shall not be liable whilst such vehicle is being driven by any person who to the knowledge of the Policyholder does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

### 9.3.10 Overseas personal liability

The personal liability of any director or Employee or any member of the family of such director or Employee during temporary visits anywhere in the world in connection with the Business of the Policyholder.

Provided that this extension shall not apply

- a) to legal liability arising directly from
  - i) any agreement or contract unless liability would have existed otherwise
  - ii) the ownership or occupation of land or building(s)
  - iii) the carrying on of any trade or profession
  - iv) the ownership possession or use of fire arms (other than sporting guns) mechanically propelled vehicles craft designed to travel through air or space hovercraft watercraft or animals of dangerous species
  - v) Damage to Property owned or held in trust by any director or Employee or any member of the family of such director or Employee
- b) in respect of liability more specifically insured under any other insurance
- c) to legal liability for Bodily Injury to any member of the family of any director or Employee or to any Employee of any director or Employee or any member of the family of such Employee.

## 9.4 Endorsements

The following shall be applicable if stated in the Schedule as operative and shall be subject otherwise to the terms Additional Exclusions and Conditions of this Section and the General Exclusions limitations and Conditions of the Policy.

### 9.4.1 Inclusion of United States of America/Canada

The insurance by this Section extends to indemnify occurrences happening in or claims or legal proceedings brought or originating in the United States of America/Canada or in any territory within their jurisdiction provided that

- a) the liability of the Company in respect of all damages payable together with
  - i) Costs and Expenses recoverable by any claimant from the Policyholder
  - ii) Costs and Expenses incurred by the Company or by the Policyholder with the written consent of the Company
  - iii) the solicitors' fees incurred with the written consent of the Company for representation at any Coroner's inquest or fatal accident inquiry or for defending any proceeding in any court of summary jurisdiction shall not exceed the Limit of Liability shown in the Schedule.
- b) the amount payable under this Endorsement in respect of each and every claim shall be reduced by the amount shown in the Schedule as the Excess.
- c) the Company shall not be liable for any punitive or exemplary damages.
- d) the Company shall not be liable for
  - i) any liability arising out of Pollution
  - ii) any Cost or Expense arising out of any governmental demand or request that a Policyholder test for assess monitor clean up remove contain treat detoxify or neutralise any irritants contaminants or pollutants and the Company shall not have the duty to defend any claim or suit seeking to impose such costs expense liability for such damages or any other relief.

The Company and the Policyholder also agree that the premium for this inclusion will be calculated accordingly.

## 9.5 Additional Exclusions

This Section shall not apply to liability or indemnity:

### 9.5.1 Advice and professional negligence

Arising out of advice design formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged.

### 9.5.2 Aircraft/watercraft Products

Arising from any Product which is incorporated in or could affect the operation or safety of

- a) any aircraft or aerospace or aerial device or other craft intended to travel through air or space
- b) watercraft.



### 9.5.3 Asbestos

Arising out of or related in any way to Asbestos.

Notwithstanding this exclusion the Company will indemnify the Policyholder in respect of legal liability including Costs and Expenses for accidental Bodily Injury and/or accidental Damage to Property occurring during the Period of Insurance arising out of the discovery of asbestos and/or asbestos containing materials during the Period of Insurance but only in respect of claims first made against the Policyholder during the Period of Insurance

Provided always that

- 1 the indemnity provided herein related solely to legal liability for accidental Bodily Injury and/or accidental Damage to Property arising out of the discovery of asbestos and/or asbestos containing materials and not to any subsequent activities involving, related to or connected with dealing with the asbestos and/or asbestos containing materials once discovered
- 2 should the Policyholder notify the Company during the Period of Insurance of any specific event or circumstance which the Company accept may give rise to a claim or claims which form the subject of indemnity then subject to acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Policyholder during the Period of Insurance
- 3 the Company will not indemnify the Policyholder for any claims arising from the existence of or exposure to asbestos and/or any asbestos containing materials where the Policyholder were aware of the circumstance or event which gave rise to the claim before the Period of Insurance
- 4 the Company will not indemnify the Policyholder for any claims in respect of the diminution in the value of Property or loss of or potential loss of rental income or any other losses including business interruption howsoever arising.

### 9.5.4 Contractual Liability

Arising from Products attaching by virtue of an agreement but which would not have attached in the absence of such agreement unless the Company shall have signified its approval to such contract or agreement by endorsement.

### 9.5.5 Products supplied

- a) for the costs of repairing inspecting altering correcting rectifying reconditioning or replacing any Product or any of its parts or any defective service or workmanship or unsuitability as to purpose
- b) for the cost of making good Damage to Property belonging to the Policyholder
- c) for the cost of making good any Property being worked upon by the Policyholder and arising out of such work
- d) for the withdrawal recall repair replacement alteration or making of any refund in respect of Products.

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

Assumed by the Policyholder under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement.

### 9.5.7 Employees

In respect of Bodily Injury sustained by an Employee and arising out of and in the course of their employment by the Policyholder.

#### 9.5.8 Fines penalties and other damages

In respect of

- a) the payment of any fines penalties or liquidated damages
- b) aggravated or punitive or exemplary damages.

#### 9.5.9 Offshore work

In respect of a visit to or work at or on any offshore rig offshore platform or offshore installation or arising from transit by sea or by air to or from including embarkation and disembarkation.

#### 9.5.10 Pollution

In respect of Pollution cover will extend to include a statutory debt or an order issued by a government appointed regulatory enforcement agency for the remediation costs incurred by the regulatory enforcement agency provided that such Pollution is caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

Provided that at all times the Policy shall exclude any liability in respect of

- a) fines or penalties
- b) Damage to land premises watercourse or body of water whether owned leased hired or tenanted or otherwise in the Policyholder's care custody or control
- c) costs incurred in the prevention of Damage except to the extent required under Part 2 (Preventing environmental damage) of the Environmental Damage (Prevention and Remediation) Regulations 2009 or any similar or equivalent liability in any superseding legislation.

In so far as there is any inconsistency between this sub clause and the Policyholder's obligation under the General Conditions Reasonable Precautions clause the Reasonable Precautions clause shall not apply to this sub clause.

The Company's Limit of Liability shall not exceed GBP100,000 any one occurrence and in the aggregate during any one Period of Insurance and the Policyholder shall pay the first GBP5,000 of each and every claim.

- d) any liability for complementary or compensatory remediation as defined in the Environmental Damage (Prevention and Remediation) Regulations 2009 or any similar or equivalent liability in any superseding legislation.

All Pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The Company's liability shall be the limit stated in the Schedule for any one occurrence and in the aggregate in any one Period of Insurance.

#### 9.5.11 Vehicles vessels or crafts

In respect of Bodily Injury or Damage to Property arising from the ownership possession or use by or on behalf of the Policyholder of

- a) any mechanically propelled vehicle used in circumstances where insurance or security is required by law or where indemnity is provided under any motor policy or other more specific insurance provided that this Exclusion shall not apply to
  - i) the loading or unloading of any vehicle or trailer or delivery or collection of goods in connection with any vehicle or trailer
  - ii) such vehicle whilst the same is being used as a tool of trade.
- b) any vessel or craft or oil rig made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft other than

- i) any watercraft owned by others and used by the Policyholder for Business entertainment not exceeding 30 metres
- ii) non powered watercraft barges and motor launches not exceeding 30 metres in length whilst on inland waterways or three miles offshore.

**9.5.12 North American domiciled companies**

Of any subsidiary or associated company that is domiciled in the United States of America its territories or possessions or Canada.

**9.5.13 North American exports**

Arising from Products exported to the United States of America its territories or possessions or Canada.

**9.5.14 Applicable Courts**

Arising from any claim, including arbitration, brought outside the courts in the countries as set out in the Applicable Courts in the Schedule. This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

## 10 Employers' Liability Section

### 10.1 Cover

The Company agrees to indemnify the Policyholder for

- a) Compensation for Bodily Injury sustained by an Employee arising out of and in the course of employment by the Policyholder in connection with the Business and caused during the Period of Insurance within or whilst working temporarily outside the Geographical Limits and
- b) Costs and Expenses

Provided that

- i) the Company's liability shall not exceed the Limit of Liability stated in the Schedule
- ii) when any legislation stated in this Section has been amended or replaced this Section of the Policy shall automatically refer to the amended or replaced legislation
- iii) the indemnity granted by this Section is in accordance with the provisions of law relating to compulsory insurance of liability to Employees but the Policyholder shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

subject otherwise to the Section conditions, exclusions and terms and the Policy Conditions Exclusions and limitations.

### 10.2 Additional Exclusions

This Section shall not apply to any liability:

#### 10.2.1 Motor insurance

For which compulsory motor insurance or security is required under any road traffic legislation within the European Community.

#### 10.2.2 Offshore

Arising from Bodily Injury in connection with work or visits Offshore.

#### 10.2.3 Workers compensation

Payable under workers compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by the Social Security Acts 1989 and 1990.

#### 10.2.4 Applicable Courts

Arising from any claim, including arbitration, brought outside the courts in the countries as set out in the Applicable Courts in the Schedule. This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

### 10.3 Additional Conditions

#### 10.3.1 Asbestos

The liability of the Company for claims arising out of or related in any way to Asbestos shall not exceed the limit stated in the Schedule.

#### **10.3.2 Contribution**

The Company will not indemnify the Policyholder where cover is provided by or would but for the existence of this Section of the Policy be insured by any other policy or section except in respect of any excess beyond the amount payable under such policy or section or which would have been payable under such other policy or section had this Section of the Policy not been effected.

#### **10.3.3 Costs inclusive**

The liability of the Company in respect of Compensation and Costs and Expenses shall not exceed the Limit of Liability stated in the Schedule.

#### **10.3.4 Limit of Liability**

The liability of the Company for Compensation and Costs and Expenses payable for any one claimant or number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the limit or inner limit stated in the Schedule.

#### **10.3.5 Terrorism**

The liability of the Company for claims arising out of Terrorism shall not exceed the limit stated in the Schedule.

### **10.4 Extensions**

The following extensions shall be subject otherwise to the Section conditions exclusions and terms and the Policy Conditions Exclusion and limitations.

The extensions stated below shall not increase the Company's liability stated within the Schedule for this Section.

The insurance by this Section extends to cover:

#### **10.4.1 Additional insured parties**

- a) any director partner or Employee in respect of liability for which the Policyholder would have been entitled to indemnity under this Section if the claim for which the indemnity has been sought has been made against the Policyholder
- b) any officer member voluntary helper or Employee of the Policyholder's canteen social sports and welfare organisation or first aid security fire or ambulance services whilst acting in the respective capacities
- c) any director or senior official of the Policyholder in their private capacity arising out of work undertaken for them by Employees.

#### **10.4.2 Compensation for court attendance**

Director partner or Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder up to following rates per day on which attendance is required

- a) any director or partner of the Policyholder      GBP250
- b) any Employee      GBP100

#### 10.4.3 Criminal prosecution defence costs

The Policyholder at their request (or at the request of the Policyholder any director of the Policyholder or Employee) against the legal fees and expenses incurred with the Company's prior written approval in defending the Policyholder in respect of prosecution under any statute or statutory regulations or equivalent legislation applicable in Scotland or Northern Ireland for an offence alleged to be first committed during the Period of Insurance in connection with the Business in respect of a liability that may form the subject of indemnity under this Section provided that in the event of any wilful concealment by the Policyholder at any time of any fact or matter in any way relevant to the defence of a claim insured under this extension then all provisions in this extension are void save that the Company may recover from the Policyholder all fees and expenses that the Company indemnified the Policyholder under this extension.

#### 10.4. ~~fi 019: SE @ <S /S- 8~~

Any principal as though they were also the Policyholder in respect of liability arising out of Bodily Injury resulting from the performance of work by the Policyholder but only to the extent required by any contract or agreement entered into for the performance of such work.

Provided that the principal shall observe fulfil and be subject to the terms Exclusions and Conditions of this Section and General Policy Conditions and General Exclusions.

#### 10.4.5 Motor vehicle contingent liability

The Policyholder in respect of Bodily Injury to an Employee if at the relevant time the Employee is

- a) travelling as a passenger in or on any motor vehicle
- b) entering any motor vehicle
- c) alighting from any motor vehicle

which is neither the property of or provided by the Policyholder but which is being used in connection with the Business.

Provided that this extension shall not apply in respect of any liability

- i) for Bodily Injury
  - a) to an Employee who is driving such a vehicle
  - b) whilst such vehicle is being driven by the Policyholder
  - c) to an Employee in circumstances where such vehicle is being driven by any person who to the knowledge of the Policyholder does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- ii) any liability arising from a vehicle being used outside of any member states of the European Union
- iii) any liability in respect of which the Policyholder is entitled to indemnity under any motor policy or other more specific insurance.

#### 10.4.6 Unsatisfied court judgements

In the event of a judgment for damages being obtained by an Employee in respect of Bodily Injury caused during the Period of Insurance and arising out of and in the course of their employment in the Business against any company or individual in any court and remaining unsatisfied in whole or in part six months after the date of such judgment the Company will pay to the Employee or the personal representatives of the Employee at the request of the Policyholder the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company.

## 11 Commercial Legal Expenses Section

This Section is provided by ARAG plc, legal services specialists who are authorised and regulated by the Financial Conduct Authority. ARAG plc is a coverholder at Lloyd's and has authority to enter in to contracts of insurance on behalf of Lloyd's Syndicate 2987.

The following special definitions shall apply to this Section.

### 11.1 Special definitions for this Section

**Appointed Advisor:**

the solicitor, accountant, mediator or other advisor appointed by Us on behalf of the Insured under the terms of this Section.

**Collective Conditional Fee Agreement:**

a legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us for paying his or her professional fees on the basis of a 100% "no-win no-fee".

**Conditional Fee Agreement:**

a legally enforceable agreement entered into between the Insured and the Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".

**Employee:**

a worker who has or alleges they have entered into a contract of service with the Policyholder.

**Insured:**

- 1 The Policyholder and the Policyholder's directors, partners, managers, Employees, officers, and individuals working for the Policyholder and their Estate, Heirs or Legal Representatives.
- 2 A person declared to Us, who is contracted to perform work for and supervised by the Policyholder who is in all other respects insured on the same basis as the Policyholder's Employees.
- 3 Work experience trainees, interns, individuals participating in a work exchange scheme and voluntary helpers.

**Legal Costs & Expenses:**

- 1 Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by Us. Except that where the Insured exercises their right to choose the Appointed Advisor in accordance with Condition 2 of this Section and their claim falls within the jurisdiction of the Small Claims Court, Legal Costs and Expenses shall be limited to the hourly rate that would have been charged by a representative selected by Us.

The term "standard basis" can be found within the Court's Civil Procedures Rules Part 44.

- 2 Reasonable accountancy fees, reasonably incurred under What the Policy will pay 4 Tax protection by the Appointed Advisor and agreed in advance by Us.
- 3 Other side's costs, fees and disbursements incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement.
- 4 An Employee's basic or wages or salary under What the Policy will pay 9 Loss of Earnings in the course of employment with the Policyholder while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where the Policyholder does not pay for time lost and lost salary or wages cannot be claimed back from the court or tribunal.

- 5 The professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards the Policyholder under What the Policy will pay 11 Crisis Communication.

**Reasonable Prospects of Success:**

in civil proceedings and criminal prosecution claims under this Section (except where the Insured pleads guilty), where the Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Insured is seeking damages or Compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where the Insured pleads guilty, where there is a greater than 50% chance of successfully mitigating the Insured's sentence or fine. In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful.

In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful.

**Small Claims Court:**

a court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sedurunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than GBP3,000 or the equivalent jurisdiction in the United Kingdom where the Policy applies.

**Geographical Limits:**

- 1 For Compliance & Regulation and Contract & Debt Recovery claims – the United Kingdom, and countries in the European Union.
- 2 For all other claims – the UK.

**We/Us/Our:**

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Company under unique market reference B0356KA233D12A000 or replacement thereto.

## 11.2 Cover

The Company agrees to indemnify the Insured's Legal Costs & Expenses and Employment Compensation Awards under this Section for Cover shown in the Schedule, including the cost of appeals provided that:

- 1 the claim arises in connection with the Policyholder's Business and occurs within the Geographical Limit
- 2 the claim
  - a) always has Reasonable Prospects of Success
  - b) is reported to Us
    - i) during the Period of Insurance
    - ii) immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this Section
- 3 unless there is a conflict of interest, the Insured always agrees to use the Appointed Advisor chosen by Us in any claim
  - a) falling under the jurisdiction of an employment tribunal and/or
  - b) prior to the issue of legal proceedings
- 4 any proceedings or hearing are dealt with by a court, tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body in the Geographical Limit.

A claim is considered to be reported to Us when We have received the Insured's fully completed claim form.



### 11.3 What the Policy will pay

The maximum Legal Costs & Expenses and Employment Compensation awards payable by the Company in respect of all claims related by time or original cause under this Section shall be GBP100,000. In respect of Compensation the maximum amount payable by the Company in respect of all claims aggregated in any one Period of Insurance shall be GBP1,000,000.

#### 1 Employment

A dispute between the Policyholder and an Employee, ex-Employee, prospective employee or trade union acting on their behalf, arising from a breach or an alleged breach of their

- a) contract of service with the Policyholder and/or
- b) statutory rights under employment legislation.

A claim can be made under this Section provided that all internal dismissal, disciplinary and grievance procedures as set out by the Advisory Conciliation and Arbitration Service in the ACAS code of practice on disciplinary and grievance procedures (or the Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland) have been or ought to have been concluded.

#### Employment Exclusions

The Company shall not be liable to indemnify the Policyholder for any claim:

- 1.1 for redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of cover starting under this Section, except where the Policyholder had equivalent cover in force up until the start of cover under this Section
- 1.2 the pursuit of an action by the Policyholder other than an appeal
- 1.3 for Legal Costs & Expenses for preparation and representation at an internal disciplinary hearing or grievance.

#### 2 Employment compensation awards

Following a claim We have accepted under 1 Employment (above) the Company agrees to indemnify the Policyholder against any

- a) basic and compensatory award made against the Policyholder by a tribunal
- b) amount agreed by Us in settlement of a dispute
- c) Employment Tribunal Fees under Schedule 3 of the Employment Tribunal and the Employment Appeal Tribunal Fees Order 2013 awarded against the Policyholder by a tribunal

Provided that:

- i) Reasonable Prospects of Success exist for a wholly successful defence throughout and
- ii) compensation is
  - agreed through mediation or conciliation or under a settlement approved by Us or
  - awarded by a tribunal after full argument unless given by default.

#### Employment compensation awards Exclusions

The Company shall not be liable to indemnify the Policyholder for Compensation relating to:

- 2.1 trade union activities, membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Council
- 2.2 money due to an Employee
- 2.3 civil claims or statutory rights relating to trustees of occupational pension schemes.

### 3 Employment Restrictive Covenants

- a) A dispute with an Employee or ex-Employee which arises from their breach of a restrictive covenant where the Policyholder is seeking financial remedy or damages.

Provided that the restrictive covenant

- i) is designed to protect the Policyholder's legitimate business interests and
  - ii) is evidenced in writing and signed by the Employee or ex-Employee and
  - iii) extends no further than is reasonably necessary to protect the business interests and
  - iv) does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that the Policyholder has breached their legal rights protected by a restrictive covenant.

### 4 Tax protection

- a) A formally notified aspect or full enquiry into the Policyholder's Business' tax affairs or into the personal tax affairs of the Policyholder's directors and/or partners.
- b) An appeal following an assessment by HM Revenue & Customs relating to Value Added Tax.
- c) A dispute about the Policyholder's compliance with regulations relating to:
  - i) Pay As You Earn, or
  - ii) Social Security, or
  - iii) National Insurance Contributions
  - iv) Value Added Tax
  - v) the Construction Industry Scheme or IR35following a compliance check by HM Revenue and Customs.
- d) An aspect or full enquiry into the Policyholder's Business tax affairs or the personal tax affairs of the Policyholder's directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- i) all returns are completed and have been submitted within the statutory timescales permitted
- ii) the Policyholder keeps proper records in accordance with HMRC requirements
- iii) in respect of any appealable matter the Policyholder requests an Internal Review by HMRC where available.

#### Tax protection Exclusions

The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to:

- 4.1 an investigation by the Specialist Investigations Branch of HM Revenue and
- 4.2 where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Policyholder's financial arrangements
- 4.3 tax returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements
- 4.4 the Policyholder's failure to register for VAT
- 4.5 any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

## 5 Property

A dispute relating to Property which the Policyholder owns or has responsibility for

- a) following an event which causes Damage to the Policyholder's Property
- b) following a public or private nuisance or trespass
- c) which the Policyholder wishes to recover or repossess from an Employee or ex-Employee.

### Property Exclusions

The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to:

- 5.1 a contract between the Policyholder and the third party except for a claim under 5(c)
- 5.2 defending any claim brought against the Policyholder other than an appeal
- 5.3 goods in transit or goods lent or hired out
- 5.4 the compulsory purchase of demolition, or restrictions or controls placed on the Policyholder's Property by any government, local or public authority.

## 6 Legal Defence

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

### Legal defence Exclusions

- 6.1 The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to a parking offence.

## 7 Compliance & regulation

- a) Receipt of a Statutory Notice served against the Policyholder.
- b) Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
- c) A civil action alleging wrongful arrest arising from an allegation of theft.

### Compliance & regulation Exclusions

The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to:

- 7.1 the pursuit of an action by the Policyholder other than an appeal
- 7.2 a routine inspection by a regulatory authority
- 7.3 a Health and Safety Executive Fee for Intervention.

## 8 Statutory licence appeals

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

## 9 Loss of earnings

The Insured's absence from the Business to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service.

## 10 Employees' extra protection

At the Policyholder's request:

- a) where civil proceedings are issued against an Employee:
  - i) for unlawful discrimination; or
  - ii) in their capacity as a trustee of a pension fund set up for the benefit of Employees; or
- b) where an Employee or member of their family suffers Bodily Injury as a result of a sudden event
- c) a claim arising from personal identity theft targeted at the Policyholder's directors and or partners.

### Employees' extra protection Exclusions

The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to:

- 10.1 defending the Policyholder
- 10.2 a condition, illness or disease which develops gradually over time.

## 11 Crisis Communication

Following an event which causes the Business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on the Policyholder, We will

- a) liaise with the Policyholder and their solicitor (whether the solicitor is an Appointed Advisor under this Section, or any other Section of this Policy), to draft a statement or press release and/or
  - b) arrange, support and represent an Insured at a press conference and/or
  - c) prepare communication for the Policyholder's customers and/or a website script
- provided that the Policyholder has sought and followed advice from Our Crisis Communication helpline.

### Crisis Communication Exclusions

The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to:

- 11.1 Legal Costs & Expenses in excess of GBP10,000
- 11.2 matters that should be dealt with through the Policyholder's normal complaints procedures.

Extension of cover – The Company shall indemnify the Policyholder only where operative cover is shown in the Schedule.

## 12 Contract & debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by the Policyholder or on the Policyholder's behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services,

Provided that:

if the claim is for an undisputed debt the Policyholder has exhausted their normal credit control procedures.

#### **Contract and debt recovery Exclusions**

The Company shall not be liable to indemnify the Policyholder for any claim arising from or relating to:

- 12.1 the letting, leasing or licensing of land or buildings where the Policyholder acts as the landlord
- 12.2 the sale or purchase of any land or buildings
- 12.3 loans, mortgages, endowments, pensions or any other financial product
- 12.4 computer hardware, software, internet services, or systems which have been
  - a) been tailored to the Policyholder's requirements or
  - b) have been supplied by the Policyholder
- 12.5 the settlement payable under an insurance policy
- 12.6 a dispute between the Policyholder and an Employee or ex-Employee
- 12.7 where the amount in dispute is less than GBP200
- 12.8 adjudication or arbitration.

#### **11.4 Commercial Legal Expenses Exclusions**

The Company shall not be liable to indemnify the Policyholder for any claim under this Section that arises from or relates to:

- 1 Legal Costs & Expenses or Compensation incurred without Our consent
- 2 any actual or alleged act, omission or dispute occurring prior to, or existing at the start of this Section, and which the Insured knew or ought reasonably to have known could give rise to a claim under this Section
- 3 an allegation against the Insured involving:
  - a) assault, violence or dishonesty;
  - b) malicious falsehood or defamation;
  - c) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - d) illegal immigration;
  - e) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)except in relation to 11 Crisis Communication
- 4 the defence of legal proceedings relating to
  - a) Damages for Bodily Injury (other than injury to feelings), or loss or Damage to Property owned by the Insured
  - b) a breach or alleged breach of professional duty
- 5 costs awarded against the Insured by a court of criminal jurisdiction following a conviction
- 6 patents, copyright, trademarks, passing-off, trade or service marks, registered designs, secrecy and confidential information (except in relation to 3 Employment Restrictive Covenants)
- 7 a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
- 8 franchise rights or agency rights
- 9 a judicial review
- 10 a dispute with Us or the Company not dealt with under Condition 6.

## 11.5 Section Conditions

### 1 The insured's responsibilities

An Insured must:

- a) tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve a claim in their favour
- b) cooperate fully with Us, give the Appointed Advisor any instructions We require, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back Legal Costs & Expenses that the Company pays and pay to the Company all costs that are recovered
- d) try to prevent anything happening that may cause a claim.

### 2 Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in 2 (b) below, the Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- b) If
  - i) We agree to start proceedings or proceedings are issued against the Insured or
  - ii) there is a conflict of interest,the Insured may choose a suitably qualified Appointed Advisor except where the Insured's claim is to be dealt with by an employment tribunal, where We shall choose the Appointed Advisor.
- c) Where the Insured wishes to exercise their right to choose, they must write to Us with their preferred representative's contact details.
- d) If the Insured dismisses the Appointed Advisor without good reason, withdraws from the claim without Our agreement, or if the Appointed Advisor refuses with good reason to continue acting for the Insured cover will end immediately.
- e) The Policyholder must enter into a Conditional Fee Agreement or a Collective Conditional Fee Agreement in respect of a claim for Contract & Debt Recovery (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement where legally permitted).

### 3 Our consent

The Insured must agree to Us having sight of the Appointed Advisor's file relating to the Insured's claim. The Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and cost control purposes.

### 4 Settlement

- a) The Company has the right to settle the claim by paying the reasonable value of the claim.
- b) The Insured must not negotiate, settle the claim or agree to pay Legal Costs & Expenses without Our written agreement.
- c) If the Insured refuses to settle the claim following
  - i) a reasonable offer, or
  - ii) advice to do so from the Appointed Advisorthe Company reserves the right to refuse to pay further Legal Costs & Expenses.

### 5 Barrister's Opinion

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

## 6 Arbitration

If a dispute arises between the Insured and Us the Insured can make a complaint to Us as described in this Policy and We will try to resolve the matter. If We are unable to satisfy the Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If parties fail to agree on a suitable person We will ask the President of the relevant Law Society to nominate.

## 7 Acts of Parliament

All Acts of Parliament referred to within this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

### 11.6 Additional services under this Section

Business Legal Services: Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown in Your Policy Schedule to access the law guide and download legal documents to help with commercial legal matters.

For a fee You can have some documents reviewed by a solicitor to ensure they meet Your specific requirements.

#### Telephone Helplines

##### 1 Legal and tax advice

If You have a legal or tax problem We recommend that You contact the confidential legal and tax advice helpline which is provided under this Section; the only cost to You is a national rate call. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers Business legal matters within EU law and UK tax law.

You can get advice by telephoning +44 (0)344 571 7978. Use of this service does not constitute reporting of a claim.

##### 2 Counselling assistance

If an Employee needs confidential help and advice, Our trained counsellors are available 24 hours a day, 365 days of the year to provide telephone support on any matter that is causing Your Employee upset or anxiety, from personal problems to bereavement.

Assistance is available by telephoning +44 (0)344 477 1619.