

Executive Professions

Policy Wording



Executive Professions Policy

Thank you for choosing Covéa Insurance.

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

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

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

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

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

Executive Professions Policy

Introduction

Each section of this policy, the **schedule** and any endorsements, together with this Introduction and the Definitions, General Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

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

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

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

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

IMPORTANT

This policy is a legal contract.

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

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

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

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



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

Executive Professions Policy

Our promise of satisfaction and service

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

Please see the General Condition - Cancellation on page GEN15.

Disclosure

It is most important that **you** tell **us** of any material change in **your** circumstances which may affect this insurance cover. Material facts can have an effect on what **you** are covered for and how much **you** pay. If **you** are not sure whether something is important, please tell **us** anyway, since a failure to disclose a material fact relevant to this insurance could result in **your** cover being invalid. **We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

Confidentiality

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

Authorisation and Regulation

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

Financial Services Compensation Scheme

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

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Executive Professions Assistance

Helplines

These Helpline services are provided 24 hours a day, seven days a week by DAS Legal Expenses Insurance Company Limited. **To help check and improve service standards, all calls will be recorded.**

Eurolaw Commercial Legal Advice

This will give **you** confidential legal advice over the 'phone on any commercial legal problem affecting **your business**, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

This will give **you** confidential advice over the 'phone on any tax matters affecting **your business**, under the laws of the United Kingdom.

Professions Assistance

In the event of an unforeseen emergency affecting **your premises** which causes **damage** or potential danger, **we** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

To contact the above services, 'phone 0117 934 0192 quoting your policy number.

Counselling

- This will provide all **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the 'phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, 'phone 0117 934 2121. These calls are not recorded. DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not 'phone these numbers to report a general insurance claim.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact DAS at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and they will contact **you** by email to inform **you** of future updates to the information.

DAS Business Law

At www.dasbusinesslaw.co.uk **you** will find a wide range of letters, articles and reference information, as well as interactive document builders, designed to help **you** run **your business**.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. Access the DASbusinesslaw site at www.dasbusinesslaw.co.uk insert **your** policy number prefixed by "STER". **Your** password is: DAS472301.

Glass Breakage Helpline

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

To contact Glassolutions phone them on 0333 003 3388.

Executive Professions Assistance

Claims procedure

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

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

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

We will:

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

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

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

Advice and Services

Customers with a disability

In accordance with the Disability Discrimination Act 1995 **we** are able to provide, upon request, a textphone facility, audio tapes, large print and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that **we** can communicate in an appropriate manner.

Risk Management

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

Our surveyors are direct employees of Covéa Insurance and they will ensure that confidentiality of all matters discussed is maintained at all times.

Protect your business with ROBUST

ROBUST (Resilient Business Software Toolkit) is a tool that has been developed by industry experts and can help **you** to produce an effective Business Continuity Plan quickly and efficiently and manage incidents to recovery in a timely fashion. This service is available for download and continued use, absolutely free.

To obtain this free service or seek more information, go to <https://robust.riscauthority.co.uk>

Executive Professions Assistance

Complaints Procedure

We are committed to giving **you** a first class service at all times and will make every effort to meet the high standards **we** have set. If **you** feel **we** have not attained the standard of service **you** would expect or **you** are dissatisfied in any other way, then this is procedure that **you** should follow:

If **you** have a complaint under this policy (other than for Legal Expenses), **you** or **your** insurance broker should contact us at:

The Customer Services Manager
Covéa Insurance
50 Kings Hill Avenue
Kings Hill, West Malling
Kent ME19 4JX
or telephone **us** on: **0330 134 8203**
or e-mail **us** on: information@coveainsurance.co.uk

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

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

Please note the Financial Ombudsman Service will only normally consider a complaint once **we** have issued a final decision.

Following this procedure will not affect **your** legal rights.

Details of **our** internal complaint - handling procedure are available on request from The Customer Services Manager (*see above*).

The complaints procedure for Legal Expenses is set out within that sub-section of the policy.

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when we process your personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **we** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **we** have a legal or regulatory obligation to use such personal information.
- **we** need to use such personal information to establish, exercise or defend **our** legal rights.
- **you** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

Executive Professions Assistance

How We Use Your Information (Continued)

How We Share Your Information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you** unless **you** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Employers' Liability Tracing Office

If **your** policy provides Employers' Liability cover information relating to **your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website: www.elto.org.uk

Definitions

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

accident	<p>direct physical loss caused by:</p> <ol style="list-style-type: none">1. electrical or mechanical breakdown including rupture or bursting due to centrifugal force2. artificially generated electrical current including electric arcing that disturbs electrical devices, appliances or wires3. explosion or collapse of covered equipment operating under steam or other fluid pressure owned or leased by you or operated under your control4. damage to covered equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment or5. damage to hot water boilers or other water heating equipment or any storage tanks insured under this section caused by or resulting from any condition or event (not otherwise excluded), occurring inside such equipment6. operator error <p>If an accident causes other accidents they will be considered to be one accident. Accidents that are the result of the same event will be considered as one accident</p>
act of terrorism	<p>an act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none">• involves a violent or an unlawful use of force or an unlawful act dangerous to human life, property or infrastructure, or threat thereof and• is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage taking and• is committed for political, religious, ideological or other similar purposes
additional costs	<p>those costs beyond what would have been required had no hazardous substance been involved</p>
biogass or biomass installation	<p>any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors</p>
bodily injury	<p>death, injury, illness, disease or shock – (not applicable to Legal Expenses sub-section)</p>
breakdown	<ol style="list-style-type: none">1. the actual breaking, failure, distortion or burning out of any part of the covered equipment while in ordinary use that is caused by its own defects and that results in its sudden stoppage and which requires repair or replacement before it can resume work2. fracturing of any part of the covered equipment, caused by frost, which makes it inoperative3. the complete severance of a rope but not breakage or abrasion of wires or strands even though they may need to be replaced
building, buildings	<p>the building or buildings stated in the schedule including</p> <ul style="list-style-type: none">• outbuildings• walls, gates and fences around the building and belonging to you• permanent fixtures and fittings including alarms systems• car parks, driveways, paths, steps and roadways• piping, ducting, cabling and control gear• fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines• sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines• air conditioning and central heating systems• foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations• underground services <p>on the premises or extending to the perimeter of the premises and for which you are legally responsible</p>

Definitions

business

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

business hours

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

collapse

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

computer equipment

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

computer systems

a computer or other equipment or component or system or item which processes stores transmits or receives **data**

covered equipment

property at the **premises** built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy.

It does not include:

1. supporting structure, foundation, masonry, brickwork, cabinet compartment or air supported structure or building
2. insulating or refractory material and safety or protective devices
3. sewer, piping, underground tanks, vessels or piping or piping forming a part of a sprinkler system
4. water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming part of a refrigerating or air conditioning system
5. vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment)
6. mobile plant and equipment (other than fork lift trucks used by **you** at the **premises**) dragline, excavation or construction equipment
7. equipment **you** manufacture to sell or customers' machinery brought on to **your premises** for processing, repair or overhaul
8. tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands, bulbs, valves, tubes, batteries, lenses, laser heads or x-ray heads or any consumable or part that requires periodic renewal
9. electronic equipment (other than **computer equipment**) which is used for
 - a) research, experimental or scientific purposes
 - b) ii. surgery, treatment or medical purposes having a new replacement value in excess of £30,000
10. domestic, laundry, kitchen, audio visual and home entertainment equipment when such equipment is used in private living quarters
11. neon signs
12. fuel installations (other than for the purpose of heating)
13. solar panels and wind turbines
14. any **biomass or biogas installation**
15. any **hydroelectric installation**

damage

loss, destruction or damage unless otherwise excluded

data

data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

Definitions

denial of service attack

any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

employee

in connection with **your business** any

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

(not applicable to Legal Expenses sub-section)

estimated gross rent receivable

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

estimated gross revenue

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

Europe

the **United Kingdom** and the countries of the European Community

excess

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

explosion

the sudden and violent tearing of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure caused by chemical action, ignited flue gases or ignition of the contents) causing displacement of any part of it as well as forcible ejection of its contents

General Cover

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

Great Britain

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

gross rent receivable

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

gross revenue

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

hacking

unauthorised access to any **computer system**, whether **your** property or not

hazardous substance

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

hydroelectric installations

any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment

Definitions

indemnity period	the period beginning with the date of damage and lasting for the period during which your business is affected as a result of the damage , but not longer than the maximum indemnity period shown in the schedule
intruder alarm installation	the component parts of the alarm including the means of communication used to transmit signals
loss of limb	total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb
loss of sight	total and irrecoverable loss of sight in one or both eyes
maximum indemnity period	the period stated in the schedule as the maximum indemnity period
media	all forms of electronic magnetic and optical tapes and discs (including hard discs) for use in any electronic computer or electronic data processing equipment including all current and backup computer software & programs unless specifically described otherwise in the schedule
money	current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the business and belonging to you or for which you are legally responsible
non-negotiable money	crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the business and belonging to you or for which you are legally responsible
notifiable human infectious or contagious disease	those diseases notifiable under the Public Health (Infectious Diseases) Regulations, 1988, namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever. No other disease shall be added to the above list without our prior written consent.
nuclear installation	any installation of such class and description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for: a) the production or use of atomic energy, or b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel
nuclear reactor	any part (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Definitions

operative sections	the sections which you have selected and for which cover is provided by this policy
operative time	anytime or such other period of time as may be stated in the schedule
outstanding debit balances	the individual amounts owed to you by your customers and shown as outstanding in your records, after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through your books during the period between the last record and the date of the damage
overnight	between the hours of 21.00 and 06.00
period of insurance	the period stated in the schedule as the period of insurance (not applicable to Legal Expenses sub-section)
permanent total disablement	permanent inability to engage in any gainful employment, other than such inability caused by loss of limb or loss of sight
personal effects	personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to your directors, partners, employees , customers and visitors
phishing	any access or attempted access to data made by means of misrepresentation or deception
pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed)
pollution or contamination	pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health
premises	the buildings and the land inside the boundary of the risk address stated in the schedule occupied by you for the purpose of the business
products	any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control
property insured	buildings, computer equipment, computer systems, stock, specified stock, tenants improvements and trade contents or any other property, as specified in the schedule
refrigeration unit	refrigerators, freezer units and chiller cabinets
schedule	this provides details of you , the period of insurance , the operative sections of the policy and the sums insured and limits which apply and specifies any endorsements which amend the standard policy wording
specified stock	stock of tobacco, cigarettes, cigars, wines, spirits, jewellery, watches, precious metals and stones, non-ferrous metals, compact discs, audio, television and photographic equipment, computer equipment , clothing and medicines owned by you or for which you are legally responsible for the purposes of the business
standard gross revenue	the gross revenue during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period

Definitions

stock	<p>stock and materials in trade including</p> <ul style="list-style-type: none">• raw materials• work in progress• finished goods• goods in trust <p>owned by you or for which you are legally responsible for the purposes of the business excluding specified stock</p>
temporary total disablement	temporary and absolute inability to engage in usual occupation
tenant's improvements	improvements, alterations and decorations which have been undertaken to the buildings either by you or a previous occupier, as tenant and for which you are legally responsible as occupier and not as owner
territorial limits	Great Britain , Northern Ireland, the Isle of Man or the Channel Islands (not applicable to Legal Expenses sub- section)
trade contents	<p>the following property used solely in connection with your business, belonging to you or for which you are legally responsible and kept at the premises</p> <ul style="list-style-type: none">• machinery, plant, trade and office furniture• fixtures, fittings, blinds and signs• all other contents including curios, picture or other works of art and personal effects <p>not including motor vehicles, money, stock, specified stock, tenant's improvements and glass</p>
turnover	the money paid or payable to you for products supplied and services rendered in the course of the business
unattended vehicle	any vehicle left without you , an employee of yours or a responsible adult authorised by you , in attendance
United Kingdom	England, Scotland, Wales and the Isle of Man
unoccupied	empty, vacant or no longer used for a period of more than thirty consecutive days
vehicle	any road vehicle including trailers and containers
verified	checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration
virus or similar mechanism	program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage , interfere with, adversely affect, infiltrate or monitor computer programs, computer systems , data or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage , interfere with, adversely affect, infiltrate or monitor as above
we, us, our	Covea Insurance plc unless otherwise stated
working day of the driver	the period in any day during which a vehicle is being used for purposes in connection with the business
you, your, yours	the person, persons or company named as the Insured in the schedule .

General Conditions

Cancellation

You may cancel this policy by giving written instructions to **us** at Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, ME19 4JX.

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

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

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

If **you** are paying by monthly instalments **we**:

- a) will stop applying for **your** monthly premium
 - b) may exercise **our** right to collect the balance of any outstanding premium in the event of a claim.
- If **you** have agreed to pay the premiums by instalments and any one instalment still remains unpaid 14 days after it was due **we** reserve the right to cancel **your** policy with effect from the date upon which the unpaid instalment was due. In that event **we** will send **you** written notice of cancellation by recorded delivery letter.

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

Valid reasons may include but are not limited to:

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

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

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

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

Change in risk

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

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

This policy shall be avoided if:

- a) **your** interest ceases other than by death
 - b) the **business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- at any time after the commencement of this insurance unless **we** have accepted the change.

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

General Conditions

Claims

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

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

Contracts (Rights of Third Parties) Act 1999

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

Data Storage

It is a condition of this policy that

1. all computer and other electronic data carrying systems shall
 - a) have each days work backed up at the close of business
 - b) have the entire system backed up every four weeksand such duplicate records shall be stored in accordance with any conditions that may have been agreed with **us**.
2. all transparencies, negatives, original and finished artwork shall be kept in fire proof storage cabinets approved by **us**, when not being worked upon.

Death of the Insured

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

Excess clause

Where stated in the **schedule you** will be responsible for paying an **excess** in relation to each and every claim made by **you** under this policy. If a claim is made for **damage** under more than one section resulting from the same cause and at the same time, **you** will only pay one **excess** and if different **excesses** apply, **you** will pay the higher amount.

Fair Presentation of the Risk

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

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

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

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

General Conditions

Fair Presentation of the Risk (continued)

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

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

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

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

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

Fraud

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

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

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

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

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

Fraudulent claims include but are not limited to:

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

Law applicable

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

Other insurance

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

Other interests (to be declared)

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

General Conditions

Reasonable care

You must at all times

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

Reinstatement of sum insured

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

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

Rights

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

Security

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

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

Subjectivity

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

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

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

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

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

General Conditions

Subjectivity (continued)

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

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

In the event that the matter cannot be resolved

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

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

Subrogation

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

Terms Not Relevant to a Loss

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

- a) is operative only in connection with particular premises or locations;
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of **bodily injury, damage** or liability

and where **you** can prove that non-compliance with the term could not have increased the risk of the **bodily injury, damage** or liability which occurred.

Underinsurance

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

General Exclusions

What you are not covered for:

1. Applicable to all Sections

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

Radioactive Contamination

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

War Risks

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

Sonic Bangs

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

Confiscation

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

Electronic Failure

- a) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any electronic equipment, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
 - b) the failure of any electronic equipment to recognise, accept, respond to or process any data or instruction.
- However, subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured

2. Applicable to all Sections other than Liability

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

Act of Terrorism

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

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

Pollution or Contamination

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

Process of Heat

To property undergoing any process involving the application of heat

Theft by Principals

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

General Exclusions

What you are not covered for:

Vacant Premises

Caused by theft or attempted theft, malicious damage, leakage of water following bursting or overflowing of water pipes, water apparatus or water tanks or from any automatic sprinkler installation, leakage of oil or breakage of glass and sanitary ware during any period when the **business** has ceased to trade whether the **premises** are unfurnished or otherwise whilst the **buildings** are insufficiently furnished for normal trading purposes or not lived in by any adult person with **your** permission

Unexplained Losses

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

Gradually Operating Causes

Caused by wear, tear or any gradually operating cause

Northern Ireland

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

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

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

Pollution or Contamination

Any liability for

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

Asbestos

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

Property Damage Section

What you are covered for:

1. **Damage** occurring at or within 50 metres of the **premises** to the **property insured** described in the **schedule** occurring during the **period of insurance**.
2. **Automatic worldwide extensions**
The **property insured** is covered whilst temporarily removed from the **premises** and in transit thereto and therefrom anywhere within the World provided that
 - a) **our** liability under this cover shall not exceed the amounts shown in the **schedule**
 - b) our liability in respect of any one single item and set shall not exceed the amount shown in the schedule
 - c) this cover does not apply to property in so far as it is otherwise insured.
3. **Capital additions**
 - a) Newly acquired and/or newly erected **trade contents** and **buildings** anywhere within the **territorial limits** in so far as such property is not otherwise insured
 - b) Alterations, additions and improvements to existing **trade contents** and **buildings** at the **premises** but excluding any appreciation in value of such property during the **period of insurance**Provided that
 - i) at any one location **our** liability shall not exceed the amount shown in the **schedule**
 - ii) **you** will notify **us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **your** liability for such property
 - iii) following such notification the provisions of this clause are fully reinstated.
4. **Debris removal costs**
 - a) The **property insured** extends to include costs and expenses necessarily incurred by **you** with **our** consent in
 - i) removing debris
 - ii) dismantling or demolishing
 - iii) shoring up or proppingof the portion or portions of the **property insured** which has been subject to **damage** but excluding any such costs or expenses incurred in respect of **stock** or **specified stock**
 - b) Where **stock** or **specified stock** is insured the insurance by this section includes costs and expenses necessarily incurred by **you** with **our** consent in removing debris of the portion or portions of such insured property which has suffered **damage** but **our** liability in respect of **damage** to **stock** or **specified stock** shall not be increased above the respective sum insured by the operation of this extension.Provided that **we** will not be liable for any such costs or expenses
 - i) incurred in removing debris except from the site of the **property insured** which has suffered **damage** and from the area immediately adjacent to such site
 - ii) arising from **pollution or contamination** of property not insured by this section.
5. **Exhibitions**
Damage caused to **property insured** whilst within the premises of any trade show or exhibition within **the World** at which **you** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **property insured** from any **unattended vehicle**.
Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
6. **Theft of fixed fabric of the building**
Theft of the fixed fabric of the **building**, including fixed external CCTV equipment and security lighting, where the **building** is shown as insured in the **schedule**.
Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.
7. **Homeworkers**
Damage to **property insured** whilst at any premises of homeworkers being **your** property or for which **you** are legally responsible.
Our liability will not exceed the amount shown in the **schedule** in respect of any one homeworker.
8. **Protection equipment expenses**
The cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **damage** but **our** liability will not exceed the amount shown in the **schedule** in respect of the **property insured**.

Property Damage Section

What you are covered for:

9. Landscaping costs

Costs and expenses incurred by **you** with **our** consent in repairing or reinstating **damage** to the landscaped gardens and grounds at the **premises**, caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **you** are legally responsible for the repair or reinstatement of such **damage**.

Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

10. Loss of metered gas and water

The cost of loss of metered gas and metered water for which **you** are legally responsible arising from **damage** at the **premises**.

Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

11. Additional statutory costs

Within the item sum insured **we** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **damage** to the **property insured**

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) incurred following **damage** to **stock** or **specified stock**
- b) in respect of **damage** occurring prior to the inception of this section
- c) in respect of property entirely undamaged
- d) where notice to comply has been served upon **you** prior to the occurrence of **damage**
- e) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**.

Our liability will not exceed the amount shown in the **schedule**.

12. Additional costs of construction – energy efficiency

Within the item sum insured **we** will pay for the additional costs of reinstatement following **damage** to the **buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law)

Provided that **we** will not be liable under this cover for any such costs or expenses

- a) in respect of **damage** occurring prior to the inception of this section
- b) for work which takes more than 12 months from the date of **damage** unless prior consent has been given by **us**
- c) in respect of property entirely undamaged.

Our liability will not exceed the amount shown in the **schedule**.

13. Sprinkler upgrade costs

Within the **building** item sum insured **we** will pay for the additional costs of upgrading any sprinkler installation as required by **us** following **damage** to the **buildings** in order to conform to Loss Prevention Rules for Automatic Sprinkler Installations applicable at the time of reinstatement following **damage**

Provided that

- a) the installation conformed to the 28th or 29th Edition Rules or to the LPC rules current at the time of installation
- b) **we** shall not be liable for any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with this extension
- c) **our** liability will not exceed the amount shown in the **schedule** for each **building**.

14. Theft damage to the premises

Damage to the **buildings** at the **premises** not owned by **you** or insured by this policy resulting from theft or any attempt thereat provided that **you** are legally responsible for the repair of such **damage**.

Our liability will not exceed the amount shown in the **schedule**.

15. Theft of keys

The cost of replacing locks or keys to the **premises** or to any safe or strongroom therein resulting from loss of keys following their theft

- a) from the **premises** or the home of any authorised **employee**
- b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **you** or any authorised **employee**.

Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

16. Tobacco and alcohol

Damage to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes being **your** property or for which **you** are legally responsible.

Our liability will not exceed the amount shown in the **schedule**.

Property Damage Section

What you are covered for:

17. Trace and access

In the event of **damage** at the **premises** resulting from the escape of water or oil from any fixed installation, **we** will pay for costs necessarily and reasonably incurred in

- a) locating the source of **damage** in order to effect repairs
- b) making good.

Our liability will not exceed the amount shown in the **schedule** in any one **period of insurance**.

18. Glass

Damage to fixed glass at the **premises** not owned by **you** or insured by this policy including necessarily incurred additional costs involved in

- a) boarding up or temporary glazing pending replacement of broken glass
- b) removing and refixing window fittings and other obstacles to replacement

Provided that **you** are legally responsible for the repair of such **damage**.

Our liability will not exceed the amount shown in the **schedule**.

19. AGM, exhibition or conference cancellation

In the event of **damage** at any property within the territorial limits where **you** are organising an Annual General Meeting, exhibition or conference resulting in its cancellation **we** will pay for the cost necessarily and reasonably incurred in its reorganisation

Our liability will not exceed the amount shown in the **schedule**.

20. Deterioration of refrigerated medicines or stock

Damage to refrigerated medicines or **stock** at the **premises** contained in any **refrigeration unit**, caused by deterioration or putrefaction due to

- a) a rise or fall in temperature in the refrigerated chamber of any such unit resulting from
 - i) breakdown of or accidental damage to its refrigerating plant or associated thermostatic or other control devices
 - ii) failure of the public electricity supply unless due to a deliberate act of the public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply
- b) contamination by the escape of refrigerant fumes. Provided that
 - i) **we** will not be liable for refrigerated medicines or **stock** contained in any **refrigeration unit** which is more than ten years old at the commencement of any **period of insurance**
 - ii) it is a condition precedent to **our** liability that during the currency of this policy there shall be in force a manufacturer's guarantee or a maintenance contract applicable to any **refrigeration unit** which does not have hermetically sealed motors and compressors.

Our liability will not exceed the amount shown in the **schedule**.

Maximum amount payable

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

Inflation Protection

The sums insured stated in the **schedule** for **property insured** (other than **stock** or **specified stock** or other items stated as being insured on an alternative basis) will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

Basis of claims settlement

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

- a) **stock** and **specified stock** - the cost price of replacing the goods at the time of the **damage**
- b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **you** of the information contained therein
- c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **we** will not pay for the value to **you** of the information contained therein or for any expense in connection with the production of information to be recorded therein

Property Damage Section

Basis of claims settlement (continued)

- d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- e) **personal effects** not otherwise insured - the cost of repair or replacement at the time of the **damage**, subject to the limit stated in the **schedule**
- f) curios, pictures and other works of art – the cost of repairing or replacing such property at the time of the **damage**, subject to the limit stated in the **schedule**
- g) rent - the loss of rent payable to **you** whilst necessary reinstatement or repairs are carried out following **damage** to the **building** which makes them uninhabitable, subject to a maximum term as stated in the **schedule**
- h) all other property including **buildings** - the cost of repairing or reinstating the property equal to its condition when new Provided that
 - i) this is carried out without delay and in the most economical manner
 - ii) until reinstatement has been completed no payment shall be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.

Additional Clauses

1. Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **property insured** (excluding **stock** and **specified stock**) **we** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **our** consent in the reinstatement or repair of the property following **damage** but excluding fees charged for the preparation of any claim.

2. Contract Price

In respect of goods sold but not delivered for which **you** are legally responsible and where the sale contract is cancelled by reason of **damage** then **our** liability shall be based on the contract price. For the purpose of the General Condition headed 'Underinsurance' the sum insured shall be calculated on the same basis.

3. Contracting Purchaser

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

4. Designation

For the purpose of determining where necessary the item against which any property is insured **we** agree to accept the designation under which such property has been entered in **your** books.

5. Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **you** or by any tenant occupying or using the **buildings** which increases the possibility of **damage** shall not prejudice the insured interest of the freeholder, lessor or mortgagee provided that such act or omission is entirely without the authority of the freeholder, lessor or mortgagee as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they shall give immediate written notice to **us** and pay any additional premium required.

6. Non-invalidating

The insurance by this section, other than in respect of **damage** by theft or any attempt thereat, shall not be invalidated by any act or omission or by any alteration unknown to **you** and beyond **your** control whereby the risk of **damage** is increased provided that as soon as **you** become aware of any such act or omission or alteration **you** shall give immediate written notice to **us** and pay any additional premium required.

7. Subrogation Waiver

In the event of a claim arising under this section **we** agree to waive any rights remedies or relief to which **we** may become entitled by subrogation against any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **you** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage** any company which is a Subsidiary of a Parent Company of which **you** are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **damage**.

8. Unoccupied Buildings

Notice is to be given to **us** when any **buildings** or portions thereof become empty, vacant or no longer used by any person authorised by **you** or when any such **buildings** or portions thereof are again used by any person authorised by **you** and pay any additional premium required.

Property Damage Section

What you are not covered for:

1. water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. jewellery, precious stones, bullion, furs, explosives or contraband
4. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **premises** for which **you** are responsible
5. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
6. property or structures in course of demolition, construction or erection and materials, equipment or supplies in connection therewith
7. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of loss, destruction or damage caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
8. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
9. **property insured** at any premises that are **unoccupied** unless agreed by **us**
10. loss, destruction or damage to property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
11. loss, destruction or damage to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
12. explosion
 - a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control
 - b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
13. loss, destruction or damage arising solely from a change in the water table level (*i.e. the level below which the ground is saturated with water*)
14. loss, destruction or damage by falling trees caused by felling or lopping carried out by **you** or on **your** behalf
15. loss, destruction or damage caused by subsidence, ground heave or landslip
16. loss, destruction or damage caused by or arising from or consisting of
 - a) wear, tear or depreciation or diminution in value
 - b) collapse or cracking of **buildings**
 - c) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - d) faulty or defective workmanship operational error or omission by **you** or any of **your employees**
 - e) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
 - f) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - g) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - h) use of any article contrary to manufacturers' instructions
 - i) change in temperature colour flavour or finish
17. loss, destruction or damage insured by the Equipment Breakdown section
18. loss, destruction or damage by theft or attempted theft from
 - a) any **unattended vehicle** unless
 - i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
 - ii) any property insured by this section is secured in the locked boot or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
 - b) any **unattended vehicle** owned or operated by **you overnight** or after the completion of any **working day of the driver** unless all windows and other openings have been closed and the **vehicle** is locked and garaged in a secure building
 - c) any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
19. the relevant **excess** stated in the **schedule**.

Business Interruption Section

What you are covered for:

1. The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of any **damage** occurring at the **premises** to any **property insured** used by **you** at the **premises** for the purposes of the **business**.
2. **Prevention of Access**

Interruption of or interference with the **business** in consequence of **damage** to property within 1 kilometre of the **premises** which prevents or hinders the use of or prevents access to the **premises** but excluding loss destruction or damage to property of any public utility from which **you** obtain supplies or services.

Our liability will not exceed the amount shown in the **schedule**.
3. **Public Utilities**
 - a) Interruption of or interference with the **business** in consequence of **damage** to property at any
 - i) generating station or sub-station of the public electricity supplier
 - ii) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - iii) land based premises of the public telecommunications supplier or internet service provider
 - iv) waterworks or pumping station of the public water supplier
 - v) within the **territorial limits** from which **you** obtain electricity, gas or water supplies or telecommunication services.
 - b) the accidental failure of the public supply of
 - i) electricity at the terminal ends of the supply undertaking's service feeders at the **premises**
 - ii) gas at the supply undertaking's meters at the **premises**
 - iii) water at the supply undertaking's main stop cock serving the **premises**
 - iv) telecommunications services at the incoming line terminals or receivers at the **premises** in the **territorial limits**but excluding
 - a) any failure which does not involve a cessation of supply for at least
 - i) 4 hours in respect of the public supply of electricity, gas or water
 - ii) 24 hours in respect of the public supply telecommunications
 - b) loss resulting from failure caused by
 - i) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
 - ii) strikes or any labour or trade dispute
 - iii) drought
 - iv) other atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions
 - c) loss resulting from
 - i) failure of any satellite
 - ii) interference with transmissions to and from satellites resulting from any cause
 - iii) failure due to the transfer of **your** satellite facility to another party
 - d) any failure originating from outside the **territorial limits**

Our liability will not exceed the amount shown in the **schedule**.
 4. **Deeds & Documents**

Interruption of or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **premises** to elsewhere within the **territorial limits**. **Our** liability will not exceed the amount shown in the **schedule**.
 5. **Compulsory Closure**

Interruption of or interference with the **business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **premises** arising from
 - a) discovery of a **notifiable human infectious or contagious disease** at the **premises**
 - b) foreign or deleterious matter in food or drink sold, supplied or provided at the **premises**
 - c) the occurrence at the **premises** of murder, manslaughter, suicide or rape
 - d) defective sanitation or the presence of vermin or pests.For the purpose of this cover the **maximum indemnity period** is restated as 3 months.

Our liability will not exceed the amount shown in the **schedule**.

Business Interruption Section

What you are covered for:

6. Unspecified Suppliers

Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **territorial limits**.

Our liability will not exceed the amount shown in the **schedule**.

7. Unspecified Customers

Interruption of or interference with the **business** in consequence of **damage** at the premises of **your** direct customers anywhere within the **territorial limits**.

Our liability will not exceed the amount shown in the **schedule**.

8. Unspecified Storage Sites

Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **your** property is stored anywhere within the **territorial limits**. **Our** liability will not exceed the amount shown in the **schedule**.

9. Property in Transit

Interruption of or interference with the **business** in consequence of **damage** to **property insured** whilst in transit by road, rail or inland waterway within the **territorial limits**.

Our liability will not exceed the amount shown in the **schedule**.

10. Contract Sites

Interruption of or interference with the **business** in consequence of **damage** at any location not shown in the **schedule** at which **you** are contracted to undertake work anywhere within the **territorial limits**. **Our** liability will not exceed the amount shown in the **schedule**.

11. Exhibition Sites

Interruption of or interference with the **business** in consequence of **damage** at any trade fair or exhibition location not shown in the **schedule** at which **you** are to occupy a stand anywhere within the world.

Our liability will not exceed the amount shown in the **schedule**.

12. Book Debts

Interruption of or interference with the **business** in consequence of **damage** to **your** records of **outstanding debit balances** contained within the **premises**.

We will pay for any net **outstanding debit balances** which **you** are unable to recover from customers as a result of **damage** to such records and any additional expenditure incurred after such **damage** in tracing and establishing **outstanding debit balances**.

Our liability in respect of loss of net **outstanding debit balances** and their associated additional expenditure and accountants' charges will not exceed the amount shown in the **schedule** in any one **period of insurance**.

13. Property Temporarily Removed

Interruption of or interference with the **business** in consequence of **damage** to **property insured** whilst temporarily removed from the **premises** and in transit thereto and therefrom anywhere within the World.

Our liability will not exceed the amount shown in the **schedule**.

14. Homeworkers

Interruption of or interference with the **business** in consequence of **damage** at the premises of your homeworkers anywhere within the **territorial limits**.

Our liability will not exceed the amount shown in the **schedule**.

Business Interruption Section

Special Condition

At the end of each month **you** shall record the total amount outstanding in customers' accounts and shall maintain a separate record, in addition to the books of account, in a place other than the **premises**.

Maximum amount payable

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

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

Basis of claims settlement

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

Gross revenue - loss thereof due to

- a) loss of **gross revenue** being the amount by which the **gross revenue** during the **indemnity period** shall fall short of the **standard gross revenue** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross revenue** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced in consequence of the **damage**.

Gross rent receivable - loss thereof due to

- a) loss of **gross rent receivable** being the amount by which the **gross rent receivable** during the **indemnity period** shall fall short of the **standard gross rent receivable** in consequence of the **damage**
- b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of reduction in **gross rent receivable** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross rent receivable** as may cease or be reduced in consequence of the **damage**.

Additional Increase in Cost of Working

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

1. avoiding or diminishing the reduction in **gross revenue** or
2. avoiding or diminishing a reduction in **gross rent receivable**

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

Increased Cost of Working only

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

Business Interruption Section

Additional clauses

1. 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 **you** or by others on **your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** or **gross revenue** or **gross rent receivable** as applicable during the **indemnity period**.

2. Professional accountants

We will pay under this section the reasonable charges payable by **you** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** and reporting that such particulars or details are in accordance with **your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed the maximum amount payable.

3. Separate departments

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

What you are not covered for:

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

Equipment Breakdown Section

What you are covered for:

1. An **accident** to **covered equipment** that is owned by **you** or for which **you** are responsible.
2. **Hazardous substances**
We will pay up to the amount shown in the **schedule** including any amount paid in respect of Business Interruption if shown as insured, for **additional costs** to repair or replace **covered equipment** due to contamination by a **hazardous substance** following an **accident**. This includes the expense to clean up or dispose of such **covered equipment**.
3. **Computer equipment**
We will pay up to the amount shown in the **schedule** in any one **period of insurance** for **damage** caused by or resulting from an **accident** to **computer equipment** at the **premises**.
4. **Reinstatement of data**
Within the amount shown in the **schedule** for **computer equipment** **we** will pay up to that amount for costs incurred to reinstate data that is lost or damaged as a result of an **accident** to **computer equipment** at the **premises**. **Our** liability is limited to the cost of reinstating data onto **media**.

We will not pay for

- a) losses discovered more than six months after the loss was initiated
 - b) loss of or damage to software
 - c) costs more specifically described under Cover 5. Increased cost of working.
5. **Increased cost of working**
Within the amount shown in the **schedule** for **computer equipment** **we** will pay for reasonable additional costs to minimise or prevent the interruption or interference to **your** computer operations.
 6. **Public Authorities/Law or Ordinance**
If an **accident** to **covered equipment** damages a **building** that is covered under this policy and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings, or establishes zoning or land use requirements, **we** shall be liable for the following additional costs to comply with such ordinance or law:
 - a) **your** actual expenditure for the cost to demolish and clear the site of undamaged parts.
 - b) **your** actual expenditures for increased costs to repair, rebuild or construct the **building**. If the **building** is repaired or rebuilt, it must be intended for similar use or occupancy as the current **building**, unless otherwise required by zoning or land use ordinance or law.
 - c) loss as described under the Business Interruption section of this policy caused by loss covered in a) or b) above.

We shall not be liable for:

- a) any fine
 - b) any liability to a third party
 - c) any increase in loss due to a **hazardous substance** (other than as specifically insured under Cover 2)
 - d) increased construction costs until the **building** is actually repaired or replaced.
7. **Business interruption**
Where the Business Interruption section is insured **we** will pay for losses arising out of an **accident** (other than **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure owned or leased by **you** or operated under **your** control) to **covered equipment** the most **we** will pay **you** for any loss will be the amount shown in the **schedule** in any one **period of insurance**.
 8. **Expediting expenses**
We will pay up to the amount shown in the **schedule** for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement for damaged **covered equipment**.
 9. **Hire of substitute item**
If **covered equipment** is damaged as a result of an **accident**, **we** will pay up to the amount shown in the **schedule** for the costs incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until the item is permanently replaced.

Equipment Breakdown Section

What you are covered for:

10. Storage tanks & loss of contents

We will cover **you** for **damage** caused by an **accident** to oil storage or water tanks (other than sprinkler system tanks) used solely for and forming part of hot water or heating installations including connected pipework belonging to **you** or for which **you** are responsible at the **premises**. In addition this extension covers loss of the contents of oil storage tanks (other than underground tanks) belonging to **you** or for which **you** are responsible at the **premises** by

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

This includes the cleaning costs incurred as a result of such a loss.

We will not pay for

- a) losses caused by fire regardless of the original cause of the fire
- b) losses resulting from corrosion, erosion or wasting
- c) contamination of the contents resulting from
 - i) the natural settling, separation or accumulation of fluids or materials constituting the normal contents
 - ii) the deliberate use of fluids or materials in the oil storage tank for cleaning flushing or similar purposes
- d) losses sustained whilst oil storage tanks are in transit between premises
- e) costs or expenses arising from **pollution or contamination** of property not covered by this extension

We will pay up to the amount shown in the **schedule** under this cover in respect of any one **accident** or series of **accidents** arising out of one occurrence.

11. Loss avoidance measures

We will pay up to the amount shown in the **schedule** in any **period of insurance**, to cover **your** reasonable costs in taking exceptional measures to prevent or limit impending **damage** to **covered equipment** as a result of an **accident**.

This is provided that:

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

12. Damage to own surrounding property

We will pay up to the amount shown in the **schedule** for **damage** to property at the **premises** belonging to **you** or in **your** custody and control and for which **you** are responsible, directly resulting from the **explosion** or **collapse** of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel.

Maximum Amount Payable

The maximum **we** will pay under this section shall not exceed the amount shown in the **schedule**.

Basis of Claims Settlement

As described in the Property Damage and Business Interruption sections of this policy.

In addition, if an **accident** to **covered equipment** damages a building, covered under this section then the cover will include all those costs described in the Property Damage section under Additional Statutory Costs.

Equipment Breakdown Section

What you are not covered for:

1. loss, destruction or damage caused by or resulting from:
 - a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - b) any defect, virus, loss of data (other than as specifically provided for under Cover 4 – Reinstatement of Data) or other situation within **media**
 - c) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions, but if **damage** from an **accident** results in any of these then **we** shall be liable for the resulting **damage**
 - d) loss due to solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.
2. loss, destruction or damage recoverable under maintenance agreements, warranties or guarantees, or which would be recoverable but for breach of **your** obligations under the agreement.
3. for Business Interruption, **you** will not be covered for delays in resuming operations due to the need to reconstruct or re-input data or programs on **media** where **you** have not fully complied with Special Condition 2 – Back Up Records.
4. **Excess**
the relevant **excess** stated in the **schedule**.

Special Conditions

These Special Conditions are in addition to the General Conditions and must be complied with in order to have the full protection of this section of **your** policy.

1. Precautions

You must exercise due diligence in

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

2. Back Up Records

You must maintain a minimum of two generations of **verified** back-up computer records taken at intervals of at least every 48 hours. At least one copy should be held off site and all reasonable precautions should be taken to store and maintain records in accordance with the makers recommendations.

Terrorism Section

Definitions

For the purposes of this section the following definitions apply:

consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of **damage** to property used by **you** at the **premises** for the purpose of the **business**

act of terrorism

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

Terrorism – Property Damage

This sub-section applies to the **property insured** as described, defined and specified as insured in the **general cover** provided by this policy, save only that any insurance in respect of loss of rent or cost of alternative accommodation shall be deemed to be insured by the Terrorism – Business Interruption sub-section of this section.

Terrorism – Business Interruption

This sub-section applies to loss of **gross revenue**, income or rent, cost of alternative accommodation or increase in cost of working or other such items of loss (other than **book debts**) resulting from interruption or interference as described, defined and specified as insured in the **general cover** provided by this policy.

Provided that at the time of the happening of the loss, destruction or damage that causes the interruption or interference there shall be in force an insurance provided by **us** covering **your** interest in the property that suffers such loss, destruction or damage and that payment shall have been made or liability admitted therefor under such insurance or that payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Terrorism – Book Debts

This sub-section applies to **outstanding debit balances** as described, defined and specified as insured in the **general cover** provided by this policy.

What you are covered for:

We will indemnify **you** in respect of **damage** to **property insured** within **Great Britain** or **consequential loss** arising from an **act of terrorism**.

Cover is applicable to the **general cover** in respect of which there is an operative sub-section in the **schedule**.

What you are not covered for:

We will not be liable under this section in respect of

1. loss, destruction or damage or business interruption directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
 - a) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. **damage** or **consequential loss** caused by contributed to by or arising from or occasioned by or resulting from:
 - a) **damage** to any **computer system** or
 - b) any alteration, modification, distortion, erasure or corruption of **data**in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

Terrorism Section

What you are not covered for: (Continued)

This exclusion shall not apply in respect of:

- i) **damage** which itself results directly (or, solely as regards to (ii) c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- ii) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of **damage to your** Property; or
 - b) **consequential loss** as a direct result of **damage to your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **premises** by reason of an **act of terrorism** causing **damage** to other Property within one mile of the **premises** which access is affected; or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **damage to your** Property and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such lossand
- iii) is not proximately caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this exclusion shall exclude:

- a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- b) any **data**.

Notwithstanding the exclusion of **data** we will pay **consequential loss**:

- a) directly resulting from **damage** to Property to the extent that such **damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **data**
- b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be covered by this section.

3. in respect of:

- a) any **nuclear** Installation or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear** Installation or **nuclear reactor**
- b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
Other than:
 - i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as the private residence
 - ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%
- c) bankers blanket bond
- d) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than the Goods in Transit section where shown as insured in **your schedule**
- e) any other type of property which is specifically excluded elsewhere in this policy.

Special Conditions

1. This section is concurrent and conjunctive with and dependent upon the **general cover** provided by this policy.
2. This section is not subject to any of the General Exclusions of this policy other than those stated in 'What you are not covered for' of this section.
3. This section is subject to all the other terms, sums insured, limits of liability, definitions, provisions, bases of claims settlement and conditions which apply to the **general cover** provided by this policy (including but without limitation any **excess** to be borne by **you**) except as expressly varied hereby.
4. In any action, suit or other proceedings where **we** allege that any loss, destruction, damage or business interruption is not covered by this section the burden of proving that such loss, destruction, damage or business interruption is covered shall be upon **you**.
5. This section is not subject to the Reinstatement of sum insured General Condition, nor to any Inflation Protection or to any Long Term Agreement or Undertaking which may apply to the **general cover** provided by this policy.
6. This section is to be lapsed or cancelled simultaneously with any lapse or cancellation of the **general cover** provided by this policy.

Money Section

What you are not covered for:

1. **We** will pay for physical loss of **money** as described below occurring within the **territorial limits** and subject to the limits stated in the **schedule**:
 - a) loss of **non-negotiable money**
 - b) loss of **money** other than **non-negotiable money**:
 - i) in transit in **your** personal custody or in the custody of any authorised **employee** or in bank night safe
 - ii) on the **premises** during **business hours**
 - iii) on the **premises** out of **business hours** contained in locked safe(s)
 - iv) on the **premises** out of **business hours** not contained in locked safe(s)
 - v) in **your** home or in the home of any authorised **employee**.
2. **Safes**

We will pay for the cost of repair or replacement, following theft or attempted theft occurring within the **territorial limits**, of any

 - a) safe
 - b) postal franking machine
 - c) security case, bag or waistcoat used to carry **money**

Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.
3. **Credit Cards**

We will pay for any amount for which **you** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **business** following fraudulent use by any unauthorised person within the **territorial limits** Provided that **you** report the loss to the issuing company immediately and to the Police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed the amount stated in the **schedule** in any one **period of insurance**.

Maximum Amount Payable

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

What you are not covered for:

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

Special Condition

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

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

Money Section

Special extension - Personal Assault

What you are covered for:

1. **We** will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if in the course of the **business** an **employee** aged between 16 and 70 years sustains accidental **bodily injury** consequent upon robbery or hold up or any attempt thereat occurring within the **territorial limits** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb, loss of sight, permanent total disablement** or **temporary total disablement**.
2. **Personal effect**
We will pay for **damage** to personal effects of an **employee** aged between 16 and 70 years arising in connection with the **business** as a direct result of robbery or hold up or any attempt thereat for an amount not exceeding the limit stated in the **schedule** in respect of any one **employee**.

What you are not covered for:

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

Special Conditions

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

Personal Accident Section

What you are covered for:

We will pay as compensation to **you** or **your** legal personal representative the relevant amount stated in the **schedule** if a person identified as insured in the **schedule**, aged between 16 and 70 years sustains accidental **bodily injury** caused solely and directly by violent external and visible means during the **operative time** in any **period of insurance** and such **bodily injury** directly and independently of any other cause results within twelve months in death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement**.

What you are not covered for:

1. death, **loss of limb**, **loss of sight**, **permanent total disablement** or **temporary total disablement** caused by:
 - a) insanity, intentional self-injury, suicide or attempted suicide, participation in any criminal act or civil commotion by a person identified as insured in the **schedule** or by any such person being under the influence of or being affected by intoxicating liquor or drugs except drugs taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
 - b) a person identified as insured in the **schedule** engaging in abseiling, activities necessitating the use of underwater breathing equipment, armed or unarmed combat sports, bungee jumping, climbing necessitating the use of ropes or guides, flying of any kind (other than as a passenger in a fully licensed passenger carrying aircraft), hunting, ice hockey, motor cycling other than by power assisted pedal cycle, parachuting, polo, pot holing or similar underground activities, professional sport, riding or driving in any kind of race, speed or duration test or practice therefor or winter sports
 - c) pregnancy or childbirth
 - d) any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
 - e) any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
 - f) a person identified as insured in the **schedule**, being on naval, military or airforce duty service or operations
 - g) exposure to exceptional danger (except in an attempt to save human life).

Special Conditions

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

Employers' Liability Section

What you are covered for:

1. **We** will pay all amounts which **you** shall become legally liable to pay as damages in respect of accidental **bodily injury** to any **employee** if such **bodily injury** arises out of and in the course of his employment by **you** in the **business** and caused
 - a) during the **period of insurance**
 - b) within the **territorial limits**
 - c) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**
2. **Compensation for court attendance**
We will pay **you** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount as stated in the **schedule**.
3. **Corporate Manslaughter** **We** will pay **you** in respect of
 - a) legal costs and expenses incurred with **our** prior written consent and
 - b) prosecution costs awarded against **you**in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

- i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
- ii) all amounts payable under this extension will form part of and not be in addition to the limit of indemnity stated in the **schedule**
- iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
- iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or where but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

4. **Cross liabilities**

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount payable as shown in the **schedule**.

Employers' Liability Section

What you are covered for:

5. Health and Safety at Work etc. Act 1974

We will pay **you** and, at **your** request, any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

6. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- c) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- e) the owner of plant hired by **you** but only to the extent of the conditions of hire
- f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

7. Unsatisfied Court Judgements

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

Provided that

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

Employers' Liability Section

Basis of claims settlement

The maximum amount payable in respect of

- a) accidental **bodily injury to employees**
 - b) all legal costs recoverable from **you** by any claimant
 - c) any other costs and expenses of litigation incurred with **our** written consent
 - d) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
 - e) the costs incurred, with **our** written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of payment under this section of the policy arising out of and in the course of employment in the **business** will not exceed
 - i) the maximum amount payable shown in the **schedule** for **bodily injury** which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**
 - ii) the amount stated in the **schedule** as regards any other **bodily injury**
- in respect of any one claim against **you** or series of claims against **you** arising out of one cause.

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

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

Special Conditions

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

Public and Products Liability Section

What you are covered for:

1. **We will pay you** for all amounts which **you** shall become legally liable to pay as damages in respect of
 - a) accidental **bodily injury** to any person
 - b) accidental loss or destruction of or accidental damage to material property
 - c) accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property arising out of the ownership of the **premises** or in the course of the **business** and occurring
 - i) during the **period of insurance**
 - ii) within the **territorial limits**
 - iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **business** by **you** or any of **your** directors, partners or **employees** normally resident within the **territorial limits**, provided such journey or visit is not for the purpose of performing manual work
2. **Compensation for court attendance**

We will pay you for the costs of attendance at court to help defend or act as a witness in connection with any claim for which **you** are entitled to be paid under this section and with **our** agreement up to a maximum amount as stated in the **schedule**.
3. **Contingent motor liability (non-owned vehicles)**

We will pay you for all amounts **you** become legally liable for the use of any motor vehicle in the course of the **business** anywhere within the **territorial limits**.
Provided **we** will not be liable

 - a) for loss of or destruction of or damage to such vehicle or to goods being carried
 - b) for **bodily injury** to any person or loss of property arising while the vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive such vehicle
 - c) in respect of liability more specifically insured under any other insurance
 - d) in respect of liability arising outside the **territorial limits**.
4. **Corporate Manslaughter**

We will pay you in respect of

 - a) legal costs and expenses incurred with **our** prior written consent, and
 - b) prosecution costs awarded against **you**

in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **business** during the **period of insurance** and which may be the subject of payment under this section

Provided that

 - i) **our** liability shall not exceed the maximum amount payable shown in the **schedule** during any one **period of insurance**
 - ii) all amounts payable under this extension will form part of and not be in addition to the maximum amount payable shown in the **schedule**
 - iii) where **we** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **us** will be deducted from the amount payable under this section
 - iv) **we** agreed in writing to the appointment of any solicitor or counsel who is to act on **your** behalf prior to their appointment.

We will not be liable for

- i) any fines or penalties or the cost of implementing any remedial order or publicity order
- ii) an appeal against any fines penalties remedial order or publicity order
- iii) any costs incurred which result from the failure to comply with any remedial order or publicity order
- iv) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **us** that there are strong prospects of success
- v) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **you** or any other director partner or **employee of yours**
- vi) costs and expenses provided by any other source or any other insurance or which but for the existence of this extension would have been provided by such source or insurance
- vii) costs and expenses in connection with the defence of any criminal proceedings unless such proceedings are brought against **you** in a Court of Law in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

Public and Products Liability Section

What you are covered for:

5. Cross liabilities

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability during any one **period of insurance** for damages to all parties insured shall not exceed the maximum amount payable shown in the **schedule**.

6. Data Protection Act 1998

We will pay **you** any amount which **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the act) held by **you** provided that **we** shall not be liable for

- a) the payment of fines and penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data.

7. Defective Premises Act 1972

We will pay **you** any amount for which **you** shall become legally liable to pay during the **period of insurance** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **you**.

We will not be liable

- a) if at the date of their disposal by **you** such buildings were not insured by this policy or any other policies in respect of which this policy has been issued in substitution
- b) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- c) if **you** are entitled to payment under any other policy.

8. Health and Safety at Work etc. Act 1974

We will pay **you** and at **your** request any director, partner or **employee** against legal costs and expenses incurred, with **our** written consent, in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 committed or alleged to have been committed during the **period of insurance**, including legal costs and expenses incurred with **our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a) any fines or penalties or the cost of implementing any remedial order or publicity order
- b) an appeal against any fines, penalties, remedial order or publicity order
- c) costs and expenses provided by any other source or any other insurance or, which but for the existence of this extension, would have been provided by such source or insurance
- d) proceedings arising out of any deliberate act or omission by **you**.

9. Indemnity to other persons

We will pay at **your** request

- a) any of **your** directors, partners or **employees**
- b) any officer, committee member or other person employed by **your** catering, social, sports, educational or welfare
- c) organisations or first-aid, medical, ambulance, fire or security services
- d) any bona fide member of **your** organisation
- e) any director, partner or official for whom with **your** consent an **employee** is undertaking private work
- f) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **you** for the performance of work
- g) the owner of plant hired by **you** but only to the extent of the conditions of hire
- h) any legal representative of any of the above in the event of their death
- i) for amounts which they are legally liable in respect of which **you** would have been entitled to payment under this policy if the claim had been made against **you**.

Provided that

- i) any person is not entitled to be paid under any other insurance
- ii) any person shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) **we** shall retain the sole conduct and control of any claim
- iv) the total amount **we** will pay in the aggregate for any one occurrence for damages to **you** and any such persons shall not exceed the maximum amount payable shown in the **schedule**.

Public and Products Liability Section

What you are covered for:

10. Libel and Slander

We will pay **you** for any amount **you** become legally liable for claims made during the **period of insurance** arising from any act of libel or slander committed in good faith by **you** during the **period of insurance** in the course of the **business**
Provided that

- a) **our** liability shall apply solely to **you** in house publications including websites and trade publications
- b) **our** liability shall not exceed the amount shown in the **schedule** in any one **period of insurance**.

11. Overseas Personal Liability

We will pay **you** or at **your** request any director or partner or any **employee** or spouse of such person in respect of any amount for which they shall be legally liable incurred in a personal capacity whilst temporarily outside the **territorial limits** in connection with the **business**.

This shall not apply in respect of

- a) ownership or occupation of land and buildings
- b) any person referred to above who is entitled to payment under any other policy.

12. Premises leased, hired, rented or in custody or control

We will pay **you** any amount **you** become legally liable for following **damage** to premises including fixtures and fittings leased, hired or rented to **you** or those in **your** custody or control.

We shall not be liable for legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract.

13. Consumer Protection and Food Safety Acts – Legal Defence Costs

We will pay **you** and at **your** request any director partner or **employee** of **yours** legal costs incurred with **our** written consent in connection with the defence of proceedings or an appeal against conviction arising from such proceedings brought for a breach of the Consumer Protection Act 1987 and the Food Safety Act 1990 committed or alleged to have been committed in the course of the **business** during the **period of insurance**

Provided that **we** shall not be liable for:

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of deliberate acts or omissions
- c) costs and expenses insured by any other policy.

14. Animals

We will pay **you** any amount **you** become legally liable for in respect of **damage** to animals in **your** care custody or control
Provided that

- a) **our** liability shall not exceed the maximum amount payable shown in the **schedule**
- b) **we** shall not be liable for the **excess** shown in the **schedule**

Maximum amount payable

The maximum amount payable under this section for any occurrence giving rise to any one claim or series of claims arising out of one cause will not exceed the amount shown in the **schedule** but the amount shall be the maximum amount payable in any one **period of insurance** in respect of liability arising out of **products**

We will also pay

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

Public and Products Liability Section

What you are not covered for:

We will not pay for claims made under this section of the policy in respect of:

1. **bodily injury** to any **employee** arising out of and in the course of their employment in the **business**
2. a) loss or destruction of or damage to property
b) **bodily injury** sustained by any person arising from the ownership, possession or use by **you** or on **your** behalf of:
 - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
 - iii) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under Cover 3 - Contingent motor liability of this section
3. loss or destruction of or damage to
 - a) property owned by or leased, hired or rented to **you** other than as insured under Cover 12 - Premises leased, hired, rented or in custody or control, of this section
 - b) property belonging to **you** or held in **your** care, custody or control other than
 - i) personal property of directors, partners or **employees**
 - ii) the property of customers or visitors temporarily on or about the **premises**
 - iii) as insured under Cover 12 - Premises leased, hired, rented or in custody or control, or Cover 14 - Animals of this section
4. legal liability under a contract unless legal liability would have attached to **you** in the absence of such contract
5. liability arising from or caused by loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support
6. loss or destruction of or damage to **products** nor the cost of making good or recalling such **products** nor the cost of rectifying defective work
7. loss or destruction of or damage to property which **you** or any of **your employees** are or have been working on
8. fines, penalties or liquidated, punitive or exemplary damages
9. legal liability arising from or caused by
 - a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
 - b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
 - c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides.
 - d) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **you**
10. **products** which with **your** knowledge are exported directly or indirectly to the United States of America or Canada
11. any **products** which with **your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
12. any **products** which with **your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
13. the **excess** shown in the **schedule** for accidental loss or destruction of or accidental damage to material property
14. liability caused by or arising from **products** where the action is brought against **you** in any country not being a member of the European Union where **you** have a branch or a parent or a subsidiary company or are represented by a person or company holding your Power of Attorney

Special Conditions

1. **We** may at any time pay to **you** in connection with any claim or series of claims
 - a) the maximum amount payable shown in the **schedule** less any amount already paid
 - b) any lesser amount for which such claim or claims can be settled**we** shall then cease to have the conduct and control of any negotiations, actions or proceedings and be under no further liability for the claim other than for costs and expenses incurred prior to the date of final payment.

Professions Extra Section

Your schedule will indicate if this Section is insured

a) Legal Expenses

This is **your** Commercial Legal Expenses sub-section, which is underwritten by DAS Legal Expenses Insurance Company Limited.

Definitions

For the purpose of this Legal Expenses sub-section the following definitions will apply:

aspect enquiry

an examination by HM Revenue and Customs which considers one or more specific aspects of **your** self assessment and/or corporation tax return

costs and expenses

accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **representative**. **attendance expenses**

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

The amount DAS will pay is based on the following:

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

legal costs

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

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

date of occurrence

- a) for civil cases (other than under **insured incident 5 Tax Protection**), the **date of occurrence** is when the cause of action first accrued
- b) for criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question
- c) for **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue and Customs first notifies in writing the intention to make enquiries
- d) for **tax intervention enquiries**, the **date of occurrence** is when HM Revenue and Customs first contacts **you** in relation to commencing an intervention enquiry into **your** business accounts
- e) for Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **you**

employee

any person under a contract of employment with **you**

full enquiry

an extensive examination by HM Revenue and Customs which considers all aspects of **your** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **your** self assessment and/ or corporation tax return

insured incident

as specified under "Cover" in the Legal Expenses sub-section of this policy

insured person

you and the directors, proprietors or **employees** of the **business**

period of insurance

the period for which **we** have agreed to cover the **insured person** and for which the premium has been paid

Professions Extra Section

Your schedule will indicate if this Section is insured

representative	the lawyer, accountant or other suitably qualified person, who has been appointed to act for an insured person in accordance with the terms of the Legal Expenses sub-section
tax intervention enquiry	an examination by HM Revenue and Customs to measure the level of compliance in your financial accounting records to highlight areas where errors have or may occur
territorial limits	<ul style="list-style-type: none">for insured incidents 2 Legal Defence (excluding 2(4)), and 4(b) Bodily Injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkeyfor all other insured incidents the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with us
we, us, our	DAS Legal Expenses Insurance Company Limited.

To make sure that **you** get the most from **your** DAS cover, please take time to read this sub-section which explains the contract between **us**. Please take extra care in following the procedures under **Employment Compensation Awards** cover (insured incident 1(b)). If **you** have any questions or would like more information, please contact **your** insurance adviser.

It will help if you keep the following points in mind:

How we can help

To make a claim under **your** policy please telephone **us** on **0117 934 0192**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this sub-section, **we** will provide **you** with a claim reference number. At this point **we** will not be able to confirm that **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can email **your** claim to **us** at newclaims@das.co.uk

Claims are usually handled by a **representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the **United Kingdom** may be dealt with by other DAS offices elsewhere in **Europe**.

If you need help from us

You can telephone **us** any time on **0117 934 0192** for advice on any commercial legal or tax problem affecting **your business**.

When we cannot help

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

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Register in England and Wales, number 103274.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

This sub-section will cover the **insured person** in respect of any **insured incident** arising in connection with the **business** if the premium has been paid.

Professions Extra Section

Your schedule will indicate if this Section is insured

We agree to provide the insurance in this sub-section provided:

- a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limits**; and
- b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limits**; and
- c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this. The amount **we** will pay a law firm (where acting as an **representative**) is currently £100 per hour. This amount may vary from time to time

We will pay Compensation Awards that **we** have agreed to. Awards payable by **us** under 1 Employment Disputes and Compensation Awards,

b) Compensation awards shall not exceed £1,000,000 in any one **period of insurance**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the **schedule**.

Insured Incidents We Will Cover:

1. Employment Disputes and Compensation Awards

a) Employment Disputes

We will defend **your** legal rights:

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

What is not covered:

1. Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this sub-section.
2. Any dispute with an **employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this sub-section if the **date of occurrence** was within the first 180 days of the indemnity provided by this sub-section.
3. Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this sub-section.
4. Any claim in respect of damages for personal injury or loss of or damage to property.
5. Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

b) Compensation Awards We will pay:

- i) any basic and compensatory award; and/or
- ii) an order for compensation following a breach of **your** statutory duties under employment legislation in respect of a claim **we** have accepted under **insured incident 1(a)**.

Provided that

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

Professions Extra Section

Your schedule will indicate if this Section is insured

What is not covered:

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c) Service Occupancy

We will negotiate for **your** legal rights against an **employee** or **ex-employee** to recover possession of premises owned by, or for which **you** are responsible.

What is not covered:

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

2. Legal Defence

At **your** request

- 1) **We** will defend the **insured person's** legal rights:
 - a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the **insured person** has or may have committed a criminal offence; or
 - b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c) If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:
 - i) an individual. **We** will also pay any compensation award in respect of such a claim.
 - ii) a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **we** will not pay any compensation award in respect of such a claim.

Provided that: In respect of c) i) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note that **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **What is not covered by this Sub Section, 3**.

- 2) **We** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- 3) **We** will defend the legal rights of any **insured person** other than **you**, if:
 - a) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.
- 4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.
- 5) **We** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.
- 6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- 1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limits** shall be any place where the Act applies.
- 2) **you** request **us** to provide cover for the **insured person**

Professions Extra Section

Your schedule will indicate if this Section is insured

What is not covered:

A claim related to the following:

1. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
2.
 - a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
 - b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.Please note this exclusion applies to part c) of the Legal Defence cover.
3. an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
4. a Statutory Notice issued by an **insured person's** regulatory or governing body.

Insured Incidents We Will Cover:

3. Contract Disputes

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

Provided that

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

What is not covered:

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

Insured Incidents We Will Cover:

4. Property Protection and Bodily Injury

a) Property Protection

We will negotiate for **your** legal rights in any civil action relating to material property which is owned by **you**, or **your** responsibility, following:

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

Professions Extra Section

Your schedule will indicate if this Section is insured

What is not covered:

Any claim relating to the following:

1. a contract entered into by **you**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
4. mining subsidence;
5. defending **your** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles.

b) **Bodily Injury**

At **your** request, **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or physical injury to them.

What is not covered:

Any claim relating to the following:

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

5. **Tax Protection**

a) **Full or Aspect Enquiries**

We will negotiate on **your** behalf in respect of a **full enquiry** and/or **aspect enquiry** and represent **you** in any subsequent appeal proceedings.

b) **Tax Intervention Enquiries**

We will negotiate on **your** behalf and represent **you** in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

c) **Employers' Compliance**

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

d) **VAT Disputes**

We will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- 1) For all **insured incidents** **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- 2) **We** will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.

What is not covered:

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

Professions Extra Section

Your schedule will indicate if this Section is insured

What is not covered by this Sub-Section:

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **us**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1(b) Compensation Awards** and **2 Legal Defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
7. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covéa Insurance not otherwise dealt with under Condition 7.
8. Any claim relating to a shareholding or partnership share in **your business** unless such shareholding was acquired under a scheme open to all **your employees** or a substantial number of them of a certain minimum grade other than **your** directors or partners.
9. Judicial review.
10. Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
11. When either at the commencement of or during the course of a claim, **you** are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.

Conditions which apply to the whole Sub-Section

1. An **insured person** must:
 - a) keep to the terms and conditions of this sub-section;
 - b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) try to prevent anything happening that may cause a claim;
 - e) send everything **we** ask for, in writing;
 - f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
2.
 - a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - b) **We** will choose the **representative** to represent an **insured person** in any proceedings where **we** are liable to pay a compensation award. In any other case an **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings
 - ii) there is a conflict of interest.
 - c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.
 - d) A **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment (which may include a 'no win, no fee' agreement). The **representative** must co-operate fully with **us** at all times. The amount **we** will pay a law firm (where acting as a **representative**) is currently £100 per hour. This amount may vary from time to time.
 - e) **We** will have direct contact with the **representative**.
 - f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
 - g) An **insured person** must give the **representative** any instructions that **we** require.
3.
 - a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
4.
 - a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
 - b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

Professions Extra Section

Your schedule will indicate if this Section is insured

Conditions which apply to the whole Sub-Section

5. If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
8. **We** may at **our** discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. All Acts of Parliament within this sub-section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Data Protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address and, on occasion their medical records. This is for the purpose of managing the **Insured Person's** products and services, and this may include underwriting, claims handling and providing legal advice.

Who We Are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

How We Will Use Your Information

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **us**. A copy is also accessible and can be downloaded via **our** website.

Got a Question?

If the **insured person** has any questions or comments about how **we** store, use or protect their information, or if the **insured person** wishes to request to see the information held about them, they can do this by calling, **0117 934 0192**, by writing to the Data Protection Officer at **our** Head Office address or by visiting www.das.co.uk

Professions Extra Section

Your schedule will indicate if this Section is insured

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

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

Registered in England and Wales, number 103274.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business **you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, London E14 9SR.

You can also contact them on: **0800 023 4567** or **0300 123 9123** Website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.

Professions Extra Section

Your schedule will indicate if this Section is insured

b) Yellowtag

Your yellowtag pack is enclosed with this policy. This is intended to aid recovery of keys and laptops, or other similar valuable items, in the event of them being lost.

Important: You will need to activate your free yellowtags by following the instructions contained in the yellowtag pack. Yellowtag is an innovative Internet and SMS text enabled service that protects **your** property worldwide. It is the simplest and fastest method to connect finder to owner without revealing **your** personal details. The 'reward for return' is fully funded by yellowtag – so will cost **you** nothing.

Each yellowtag has its own email address and 'phone number. Calls to this number will be instantly connected to **your** mobile 'phone. Alternatively a message sent to **your** tag's email address is passed onto **you** as an SMS text alert and email.

You may purchase additional yellowtag products at www.yellowtag.com

c) Crisis Containment

In the event of injury to an **employee**, **damage** to **your** property, injury to another person or their property, occurring during the **period of insurance** and in the course of **your business** the result of which could reasonably be considered by **us** to give a realistic prospect of **you** losing or tarnishing **your** reputation then **we** will pay the reasonable costs of employing a marketing and/or public relations firm, that **you** appoint following **our** written agreement, to help mitigate the risk of damage to **your** reputation up to the amount shown in the **schedule**.

d) Lotto Win Indemnity

In the event of more than 5% of **your employees** resigning from **your business** as a direct result of winning a sum in excess of ten times of each of their annual salary through participation as a syndicate in any nationally recognized lottery (e.g. Lotto) then **we** will pay **you** up to the amount shown in the **schedule** for the additional costs of recruiting and training replacement **employees**.

e) Website Hacker Damage Cover

In the event of malicious damage to **your** website resulting in loss of data, damage to the website, inability by customers to access **your** website or potential loss of **your** reputation **we** will pay up to the amount shown in the **schedule** to pay for the repair or replacement of the website and payment for a forensic consultant to advise on security improvements or a public relations firm to maintain **your** reputation provided that the costs are agreed by **us** in advance.

Professions Ultimate Section

Your schedule will indicate if this Section is insured

a) Low Claims Discount

Definitions

For the purposes of this Low Claims Discount sub-section the following definitions will apply:

Premium

the total of insurance premium paid and payable under this policy during the **period of insurance** inclusive of any commission but excluding Professions Extra and Professions Ultimate premiums, Terrorism premium and Insurance Premium Tax and after adjustments following receipt of any information required by the conditions of this policy.

Incurred Loss Ratio

the percentage which the total claims paid or outstanding (including related fees, costs and expenses) bears to the total **premium** paid or payable in respect of the expiring **period of insurance**. Claims paid and outstanding reserves will be as recorded **our** books and will be calculated in accordance with **our** standard reserving procedures.

Upon expiry of the **period of insurance**, **we** will allow a return of premium paid under this policy (or any policy issued in substitution). The amount of the return allowable will be calculated on the following table of percentages:

Incurred Loss Ratio	Return as a percentage of Premium
less than 10%	7.50%
11% to 20%	5.00%
21% to 30%	2.50%
Over 30%	Nil

The amount of return will be calculated six months after the expiry of the **period of insurance**.

If there is any subsequent amendment to the total claims paid or outstanding after calculation of the return (whether due to new claims notified or otherwise) such amendment will be carried forward and taken into consideration in the return of premium calculation for any subsequent **period of insurance**.

Any return shall only be payable if the policy is renewed with **us** for a further period of at least 12 months following expiry of this **period of insurance**.

In the event of cancellation by **you** of the policy or any sections during the **period of insurance** then no return premium will be payable.

Professions Ultimate Section

Your schedule will indicate if this Section is insured

b) Rate Guarantee Undertaking

Definitions

For the purposes of this Rate Guarantee Undertaking the following definitions will apply:

Guarantee Period	the three year period commencing for 12 months from the date stated by endorsement in the schedule and continuing for each of the subsequent 12 month periods following the first annual renewal date and the second annual renewal date
first annual renewal date	12 months after inception of this section
second annual renewal date	24 months after inception of this section
Loss Ratio	the percentage which the total claims paid or outstanding (including related fees, costs and expenses) bears to the total Premium paid or payable in respect of one period of insurance within the Guarantee period . Claims paid and outstanding reserves will be as recorded in our books and will be calculated in accordance with our standard reserving procedures
Premium	the total of insurance premium paid and payable under this policy during the period of insurance inclusive of any commission but excluding the Professions Extra premium, Professions Ultimate premium, Terrorism premium and Insurance Premium Tax and after adjustments following receipt of any information required by the conditions of this policy.

In consideration of **you** agreeing to maintain the policy in force with **us** for the full **Guarantee Period**, **we** agree to calculate the renewal **Premium** at the **first annual renewal date** and the **second annual renewal date** using the premium rates applicable at the commencement date of the **Guarantee Period**.

We reserve the right to vary the premium rates referred to in this undertaking to reflect:

- i) acquisitions or disposals of property or businesses
- ii) changes in the limits of liability
- iii) material changes in **your business** activities
- iv) any alterations to the **premises** or in **your** property, or in any other circumstances which may materially increase the possibility of loss, destruction, damage or accidental **bodily injury** covered by this policy
- v) the **Loss Ratio** at either the **first annual renewal date** and the **second annual renewal date** exceeding 45% during the **Guarantee Period**
- vi) any circumstances where **you** do not implement any risk improvement requirements within the timescales requested by **us**

If the premium rates are varied in accordance with the above, **you** are no longer obliged to maintain the policy in force with **us**.

Any imposition of or increase in Insurance Premium Tax will be met by **you**

Payment of the annual **Premium** (or any part thereof) for the first 12 month period of the **Guarantee Period** will be deemed to be confirmation by **you** to renew the policy with **us** for each **renewal period** within the **Guarantee Period**. This Rate Guarantee Undertaking will cease in all circumstances at the end of the **Guarantee Period**.

Subject otherwise to the terms, conditions and exclusions of this policy.



Covea Insurance plc

Covea Insurance plc is a public limited company incorporated in England and Wales, registered number 613259. Its registered office is at Norman Place, Reading RG1 8DA. It is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and Prudential Regulation Authority registration number 202277.