

May 2018

Offices & Surgeries

Policy



All information in this Policy Booklet is correct at the time of printing (May 2018), for full up to date information please visit our website

coveinsurance.co.uk



Thank you for choosing Covéa Insurance.

This is **Your Offices & Surgeries Policy**. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the **Policy** Schedule and recorded in **Your** Statement of Fact.

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.

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Contact Numbers

Claims

Commercial Careline
0330 024 2266

Should **You** be unfortunate enough to have to make a claim, **Covéa Insurance Commercial Careline** will manage all aspects of the claim for **You** from the time it is reported.

- Dedicated telephone number – **0330 024 2266**
- Dedicated fax number – **0330 024 2623**
- By E-Mail – commercialclaims@coveainsurance.co.uk
- In writing – **Covéa Insurance Commercial Careline, Norman Place, Reading RG1 8DA**

Covéa Insurance Commercial Careline is a service operated **24 hours a day, 365 days a year**. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

As a Covéa Insurance policyholder **You** have 24 hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises** ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by **Your Policy You** will be responsible for all costs incurred.

Our aim is to bring **Your** claim to a speedy and satisfactory conclusion.

Business Legal Helpline

As a Covéa Insurance policyholder should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the period of insurance of this **Policy**.

This advice is provided for your benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone **0161 603 2203** and quote **Your Policy** number shown on your **Policy** Schedule. Advice given to **You** will be confirmed in writing where necessary.

Definitions

Certain words in the **Policy** have specific meanings. These meanings are defined below. The words defined carry the same meaning wherever they appear in the **Policy**, unless varied by a Definition in a particular Section, and are printed in bold to help You identify them

Certain additional words are also defined at the beginning of the individual Sections in which they are used and to which they have a particular relevance

Company/We/Us/Our

Covea Insurance plc

Proposal

The signed **Proposal** and declaration and/or Statement of Fact and any additional information supplied to the **Company** by or on behalf of the **Insured** which form the basis of the contract of insurance embodied in this **Policy**

Policy

The **Policy** Booklet and Schedule referred to therein plus any endorsements attached thereto or subsequently issued for attachment thereto

Insured/You/Your

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

Premises

That part of the buildings situated at the address or addresses shown in the Schedule and occupied by the **Insured** for the purposes of the **Business**

Business

The **Business** stated in the Schedule

Business Equipment

Office or surgery contents equipment fixtures fittings external blinds and signs **Business Files** and all other contents (including personal effects or tools belonging to the **Insured** or any director partner customer or **Employee** of the **Insured**) excluding **Money** and landlord's fixtures and fittings

Electronic Equipment

Personal computers laptop computers modems keyboards VDU's and printers dedicated word processing equipment desktop publishing units multi-user small business computers facsimile machines photocopiers computer aided design equipment telecommunication equipment tv's videos hi-fi's LCD projection panels dictation machines slide projectors and overhead projectors

Business Files

Account books deeds manuscripts plans drawings models maps records computer discs and tapes films transparencies or art work for the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded)

Definitions

continued

Money

Cash Bank Notes Cheques Girocheques Banker's Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sales Vouchers V.A.T. Purchase Invoices Customer Redemption Vouchers and unused units in franking machines all the **Insured's** own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the **Insured's** own only while in his custody

Non-Negotiable Instruments

Crossed Cheques Crossed Girocheque Crossed Banker's Drafts Crossed Money Orders used National Insurance Stamps National Savings Certificates Credit Company Sales Vouchers V.A.T. Purchase Invoices and Unexpired units in Franking Machines

Damage

Accidental loss destruction or **Damage**

Employee

- (a) any person under a contract of service or apprenticeship with the **Insured** or
- (b) any person supplied to or hired or borrowed by the **Insured** while engaged in the course of the **Business**
- (c) any person engaged under a work experience or training scheme
- (d) any voluntary worker

Excess

The amount of each claim for which the **Insured** will be responsible and which will be deducted from each claim after all other terms and conditions have been applied

Territorial Limits

Great Britain Northern Ireland the Isle of Man or the Channel Islands

Vacant or Unoccupied

Buildings or part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than 14 days

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
Telephone: 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

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.

Customer Information

continued

- **You** have provided Your consent to **Our** use of **Your** personal information, including sensitive personal information.

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.

continued

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the **Policy** was sold and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your Policy** or claim number.

Customer Relations, Covêa Insurance, Norman Place, Reading, Berkshire RG1 8DA.
Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covêa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR

www.financial-ombudsman.org.uk
email:
complaint.info@financial-ombudsman.org.uk

How to Cancel your Policy

If **You** do not want to accept the **Policy You** have the right to cancel it within 14 days from the date of purchase of **Your Policy** or the day you receive **Your Policy** documentation, whichever is later. To do this **You** must return the **Policy** documentation to **Your** broker when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy, less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy** Schedule. No refund will be given 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 also do this if **You** want to cancel the **Policy** within 14 days after the renewal date.

You may cancel the **Policy** at any other time by contacting **Your** broker.

If **You** cancel **Your Policy** after 14 days and 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 **Us**, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

Customer Information

continued

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current period of insurance, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy** Schedule.

For **Our** rights to cancel **Your Policy** please refer to Conditions applicable to all Sections Condition 8 of this **Policy** Booklet.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

Employers' Liability Tracing Office

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

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

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

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

The Database will be managed by the ELTO.

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

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

Each Section of this **Policy**, the Schedule and any endorsements, together with this Introduction, Customer Information and the Definitions, Conditions applicable to all Sections and Exceptions applicable to all Sections shall be read as one document.

Any word or expression given a specific meaning in:

1. the Schedule, and **Policy** endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exceptions shall have the same meaning throughout the **Policy** unless **We** state otherwise
2. 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 a leading capital letter and in 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 loss **Damage** or liability or pay other benefits which fall within the operative Sections of this **Policy**, provided that the loss, **Damage** or injury 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 operative.

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.

Conditions applicable to all Sections

Condition 1 – Reasonable Precautions

The **Insured** must take or cause to be taken all reasonable precautions to prevent or minimise **Injury** or **Damage**

Condition 2 - Alteration in Risk

You or **Your** 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 injury, loss, **Damage** 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 Conditions applicable to all Sections – Condition 8 (Our Rights to Cancel the Policy).

If as a result of an alteration **You** are due a refund of premium, amounts under **£10** (plus the prevailing rate of Insurance Premium Tax) as stated on **Your Policy** Schedule will not be refunded, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;

- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) 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** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

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** told us about the alteration in 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.

Condition 3 - Change of Risk or Interest

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.

Conditions applicable to all Sections

Commercial Careline
0330 024 2266

continued

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

Condition 4 – Claims Procedure and Requirements

It is a condition precedent to **Our** liability that in the event of circumstances giving rise to or likely to give rise to a claim the **Insured** shall

- (a) report it to the **Company** immediately and furnish in writing full details of **Injury** or **Damage** as soon as possible but at the latest within seven days if caused by riot civil commotion or malicious persons
- (b) report it to the Police immediately in the event of **Damage** by malicious persons theft or accidental loss
- (c) at his own expense give all evidence information and assistance as required
- (d) send every writ or other document to the **Company** immediately and not acknowledge it nor admit liability nor promise payment to other parties without the **Company's** written consent
- (e) permit the **Company** at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the **Insured** before or after meeting the **Insured's** claim

Condition 5 – Fraudulent Claims

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 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 the **Insured**, 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

Conditions applicable to all Sections

continued

- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury

Condition 6 – Company’s Rights

- (a) the **Company** may enter any **Premises** where **Damage** has occurred and take possession of or require to be delivered to them any property insured and deal with it in any reasonable manner
- (b) the **Company** are entitled to take over and conduct the defence or settlement of any claim at their discretion
- (c) under Section 1D – Legal Liabilities the **Company** may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

Condition 7 – Other Insurances

If the **Damage** or liability which is the subject of a claim under this **Policy** is covered by any other insurance the **Company** will not pay more than their rateable proportion

This Condition does not apply to Section 1C – Personal Accident – Assault

Condition 8 – Our Rights to Cancel the Policy

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:

1. not
 - (a) paying a premium when it is due
 - (b) 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
 - (c) exercising **Your** duty of care as required under the "Reasonable Precautions" Condition in the Conditions applicable to all Sections of this **Policy** Booklet.
and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.
2. 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

Conditions applicable to all Sections

Commercial Careline
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continued

the **Policy** less an additional charge of **£25** 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 **Us** to pay for **Your** insurance, outstanding monies may be owed when **Your Policy** is cancelled. They must be paid to **Us** as described in **Your** Loan Agreement.

For **Your** rights to cancel the policy please refer to Customer Information “How to Cancel Your Policy” section of this **Policy** Booklet.

Condition 9 – Security

It is a condition precedent to liability under this **Policy** in respect of loss destruction or **Damage** by theft or attempted theft that

1. all external doors to **Your Premises** and any internal doors leading to other premises not occupied by **You** must be fitted with and secured out of business hours by
 - a 5 lever mortice deadlock and box striking plate conforming to BS3621
 - a 5 (or more) lever close shackle padlock and locking bar
 - in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock

- in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
- in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
- an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above

2. all accessible windows fanlights and skylights must be fitted with and secured out of **Business** hours by
 - key operated window locks or be protected by solid steel bars of not less than 3/4 inch diameter not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
 - in the case of louvred windows the louvres must be permanently fixed in place

Warning

In the case of any doors or windows which are designated Fire Exits please consult with **Your** local Fire Authority to ensure an acceptable balance between security and safety is maintained

Conditions applicable to all Sections

continued

Condition 10 – Unoccupancy

It is a condition precedent to liability under this **Policy** that within 14 days of the **Premises** or any part thereof becoming **Vacant** or **Unoccupied** or not having been actively used for **Business** purposes the **Company** is notified and

1. all services are turned off at the mains and the water and heating systems drained
2. the **Premises** are to be adequately secured against unauthorised entry
3. at least weekly inspections are to be made of the **Premises** by the **Insured** or an authorised representative working on the **Insured's** behalf
4. any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**

Condition 11 – 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.

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:

Conditions applicable to all Sections

Commercial Careline
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continued

- (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.

Condition 12 - Terms Not Relevant to Actual 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 injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

Exceptions applicable to all Sections

This Policy does not cover

Exception 1 – Excess

Please see **Policy** Schedule

Exception 2 – Radioactive Contamination

Damage to any property or any loss or expense resulting or arising therefrom or any indirect loss or any legal liability directly or indirectly caused by or contributed to by or arising from

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

but in respect of **Injury** to **Employees** under Section 1D – Legal Liabilities this Exception shall apply only when the **Insured** under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such **Injury**

Exception 3 – Northern Ireland and Terrorism

Liability loss or **Damage** caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where **We** need to provide the minimum insurance required by Employers' Liability legislation

Exception 4 – Sonic Boom

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

Exception 5 – War Risks

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

Exception 6 – Confiscation

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

Exception 7 – Electronic Data Recognition

Damage to any property or any loss or expense resulting or arising therefrom or any indirect loss or any legal liability other than in respect of **Injury** to an **Employee** or **Financial Loss** directly or indirectly caused by or contributed to by or consisting of or resulting from the failure of any computer data processing equipment media or system microchip integrated circuit or similar device or any computer software or other equipment or system for processing storing or retrieving data whether the property of the **Insured** or not and whether occurring before during or after the Year 2000

Exceptions applicable to all Sections

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continued

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

but this shall not exclude **Damage** to any property or any loss or expense resulting or arising therefrom or any indirect loss or **Financial Loss** not otherwise excluded which itself results from

1. fire lightning explosion earthquake
2. riot civil commotion strikers labour or political disturbance malicious persons or vandals
3. storm or Flood but excluding
 - (a) **Damage** resulting from frost subsidence ground heave landslip or changes in the water table level
 - (b) property in the open
 - (c) **Damage** to fences gates and posts
4. bursting overflowing or leakage of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding **Damage** occurring whilst the **Premises** are empty or disused
5. accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the **Premises** are empty or disused
6. falling trees or parts of trees but excluding **Damage** caused by the felling or lopping of trees or by tree roots
7. impact by any animal vehicle aircraft or any aerial device or articles dropped or falling therefrom
8. leakage of beer or other beverages from storage containers and connected apparatus
9. theft or attempted theft
 - (a) involving entry to or exit from the **Premises** by forcible and violent means
 - (b) as a result of actual or threatened violence or assault to the **Insured** any partner director or **Employee** of the **Insured** or any person lawfully on the **Premises**

Exceptions applicable to all Sections

continued

Exception 8 – Electronic Data

1. Electronic Data Exclusion

This **Policy** does not insure loss **Damage** destruction distortion erasure corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss

ELECTRONIC DATA means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

COMPUTER VIRUS means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature COMPUTER VIRUS includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'

2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this **Policy** suffer physical loss or **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying ELECTRONIC DATA from back-up or from originals of a previous generation these costs will not include research and engineering nor any costs of recreating gathering or assembling such ELECTRONIC DATA

If the media is not repaired replaced or restored the basis of valuation shall be the cost of the blank media however this **Policy** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the **Insured** or any other party even if such ELECTRONIC DATA cannot be recreated gathered or assembled

Exception 9 – Professional Indemnity

The **Company** shall not be liable in respect of any **Injury** or **Damage** to property caused by or in connection with the exercising by the **Insured** or any director partner or **Employee** of the **Insured** of any professional skill duty or advice whether fees are charged or not

Section 1A – Contents

Cover

The property described in the Schedule belonging to the **Insured** or for which the **Insured** is legally responsible is covered against **Damage** sustained at the **Premises** including costs and expenses necessarily incurred in removing debris following such **Damage** or while temporarily removed from the **Premises** for cleaning renovation or repair within the **Territorial Limits**

Additional Cover

This Section also covers

Fixed Glass

Damage to fixed glass (including its framework lettering or any intruder alarm foil attached to it) at the **Premises** including the cost of necessary boarding up pending replacement

Replacement of Locks

Costs incurred as a result of the necessary replacement of locks at the **Premises** following theft of keys from the **Premises** or from the home of any director partner or **Employee** authorised by the **Insured** to hold such keys provided that the **Company's** liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Premises** while closed for **Business** or exceed £1,000 any one occurrence

Electronic Equipment Temporary Removal

Electronic Equipment temporarily removed from the **Premises** where required within the **Territorial Limits** provided that the **Company's** liability shall not exceed £1,500 in respect of any one occurrence

Exhibition Cover

Damage to Contents whilst at any exhibition within the **Territorial Limits** provided that the **Company's** liability shall not exceed £2,000 in respect of any one occurrence

Additional Property Covered

This Section extends to cover **Damage** to the following property if it is owned by the **Insured** or the **Insured** is legally responsible for it

1. Stock

Stock and materials in trade prescription drugs medicines medical supplies medical bags including contents and goods in trust the property of the **Insured** or for which the **Insured** is responsible excluding **Money** securities coins stamps jewellery precious metals or stone or explosives provided that the **Company's** Liability shall not exceed £1,000 in any one Period of Insurance

Policy Cover

Section 1A – Contents

continued

2. Deterioration of Stock

We will indemnify **You** in respect of **Damage** by deterioration or contamination to drugs and vaccines belonging to **You** or for which **You** are responsible whilst contained in any refrigeration unit caused by

1. a rise or fall in temperature as a result of
 - (a) breakdown of or **Damage** to the refrigeration unit
 - (b) non-operation of any thermostatic or automatic controlling devices pertaining to the refrigeration unit
 - (c) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
2. action of refrigerant fumes escaping from the refrigeration unit provided that the **Company's** Liability shall not exceed £1,000 in any one Period of Insurance

3. Radio and Television Masts

Radio and television receiving aerials satellite aerials their fittings or masts at the **Premises**

4. Theft Damage to the Buildings

The **Premises** if **Damage** is caused by theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means

5. Underground Pipes and Cables

Underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the **Premises** to the public main

6. Sanitary Fittings

Fixed sanitary ware and fittings at the **Premises**

7. Metered Water or Heating Oil

The insurance by this Section extends to include additional meter water or heating oil charges incurred by the **Insured** as a result of insured **Damage** provided that the **Company's** liability shall not exceed £2,500 in any one Period of Insurance

The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the **Damage** occurred with the normal charge in the same period in a previous year adjusted for any other relevant factors affecting the **Insured's** consumption of water during such period

Section 1A – Contents

continued

Limits of Liability

The **Company's** liability during any one Period of Insurance shall not exceed in respect of

1. any Property specified in the Schedule the Sum Insured set against it
2. all **Damage** the total of the Sums Insured specified in the Schedule
3. personal effects or tools belonging to the **Insured** or any director partner client or **Employee** of the **Insured** £500 any one person

Provided the **Company's** liability under any Item specified in the Schedule shall not exceed 10% of the Sum Insured on such item in respect of

- (a) **Damage** sustained elsewhere than at the **Premises**

Index Linking

The Sums Insured in the Schedule will be adjusted at monthly intervals in accordance with the percentage change in the Producer Price Index published by the Office of National Statistics (or an alternative index selected by the **Company**)

1. any adjustment made to the Sum Insured will be based on the latest figures available to the **Company**
2. at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Protection after Loss

The Sums Insured in the Schedule on any **Business Equipment** Item which sustains **Damage** by a cause covered by this Section will continue to be index-linked following such **Damage** while the property is being reinstated provided that the **Insured** takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the Property equal to its condition when new provided that

1. this is carried out without delay and in the most economical manner
2. when any Property is partially damaged the **Company's** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged Property is not reinstated a loss will be settled after allowance for depreciation
5. in respect of **Business Files** the **Company's** liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the **Insured** of the information that they contain

Policy Cover

Section 1A – Contents

continued

Underinsurance

If at the time of **Damage** the total of the Sums Insured on **Business Equipment** specified in the Schedule is less than 85% of the total reinstatement cost of such Property the **Company** shall bear only that proportion of any **Damage** to **Business Equipment** which the total of the Sums Insured on **Business Equipment** bear to the total reinstatement cost of such Property

Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured will be automatically reinstated by the amount of the loss provided that

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured
2. the **Insured** implements without delay any amendments to the protections of the **Premises** that the **Company** may require
3. in respect of **Damage** by theft or attempted theft the automatic reinstatement of Sums Insured shall apply on the first occasion only in one Period of Insurance

Exceptions that apply to Contents

The **Company** will not be liable under this Section for **Damage**

1. to livestock car telephones motor vehicles or accessories whilst thereon
2. to blinds and signs not securely fixed to the **Premises**
3. arising from theft or attempted theft
 - (a) where the **Insured** or any director partner or **Employee** of the **Insured** or member of the **Insured's** household is concerned as principal or accessory
 - (b) from an outbuilding
4. due to unexplained disappearance or inventory shortage misfiling or misplacing of information
5. caused by
 - (a) faulty or defective design material or workmanship inherent vice latent defect gradual deterioration wear and tear or frost
 - (b) corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in temperature colour flavour texture or finish vermin insects marring or scratching
 - (c) subsidence ground heave or landslip or the normal settlement or bedding down of new structures
 - (d) collapse or cracking of buildings

Section 1A – Contents

continued

- (e) bursting overflowing discharging or leaking of water tanks apparatus or pipes or the escape of oil from any fixed domestic heating installation when the **Premises** are **Vacant** or **Unoccupied**
 - (f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing or when the **Premises** are **Vacant** or **Unoccupied**
6. to Property caused by
- (a) its own mechanical or electrical breakdown or derangement
 - (b) use contrary to the manufacturers' instructions
 - (c) its undergoing any process
7. to **Business Files** resulting from erasure or distortion of information on computer systems or other records
- (a) whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus or by malicious persons
 - (b) due to the defects in such records or deliberate falsification
 - (c) due to the presence of a magnetic flux or the deliberate act of the public supply undertaking in restricting or withholding electricity supply
8. arising from theft or attempted theft (other than as a result of actual or threatened violence or assault to the **Insured** or any partner director or **Employee** of the **Insured** or any person lawfully on the **Premises**) not involving entry to or exit from the **Premises** by forcible and violent means
9. to **Electronic Equipment** whilst temporarily left in unattended and/or unlocked motor vehicles
10. (a) to **Fixed Glass** or **Sanitary Fittings** already damaged at the commencement of cover
- (b) caused by scratching or chipping of **Fixed Glass** unless it extends through the complete fabric of the glass
 - (c) to **Fixed Glass** or **Sanitary Fittings** in any portion of the **Premises** which is **Vacant** or **Unoccupied**
11. to Deterioration of Stock
- (a) caused by any wilful act or wilful neglect by the **Insured** or any director partner or **Employee** of the **Insured**
 - (b) if the refrigeration unit is more than 5 years old at the start of the Period of Insurance it must be maintained regularly by a suitably qualified independent electrical engineer

Policy Cover

Section 1B – Money

Cover

While within the **Territorial Limits**

1. **Money** is covered against **Damage**
2. any safe strongroom case cash box bag or waistcoat used for the storage or carriage of **Money** is covered against **Damage** as a result of theft or attempted theft of **Money** while
 - (i) in the **Insured's Premises**
 - (ii) in transit
 - (iii) in a bank night safe until removed by an authorised bank official
 - (iv) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted

up to the Limits of Liability in respect of each occurrence

Limits of Liability

1. **Non-negotiable Instruments** £250,000
2. **Money** other than as described in 1 above
 - (a) in transit £5,000
 - (b) in a bank night safe £5,000
 - (c) in the **Insured's Premises** when closed for **Business/outside Business** hours
 - (i) contained in a locked safe or strong room £2,000
 - (ii) not contained in a locked safe or strong room £500

during **Business** hours/when open for **Business** £5,000

- (d) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted £500

Exceptions that apply to Money

The **Company** will not be liable under this Section for

1. (a) **Damage** due to error or omission in receipts payments or accounting practice
 - (b) Indirect loss of any kind
2. **Damage** due to the dishonesty of any director partner or **Employee** of the **Insured** unless discovered within seven working days of its occurrence
3. **Damage** resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the **Premises** while closed for **Business**
4. loss or theft from an unattended vehicle

Policy Cover

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Section 1B – Money

continued

Special Condition

It is a condition precedent to liability under this Section that whenever **Money** in excess of £2,000 is in transit at any one time

- (a) the **Money** will be accompanied by not less than two responsible able bodied adult persons
- (b) the **Money** will be transported in a secure case waistcoat or other cash carrying facility

Policy Cover

Section 1C – Personal Accident – Assault

Definitions

Insured Person

- (a) the **Insured** or any director partner or **Employee** of the **Insured** or
- (b) any person to whom the **Insured** has entrusted **Money** other than an **Employee** of a professional security company or organisation

Cover

If an **Insured Person** suffers accidental bodily injury as described below as a direct result of robbery or attempted robbery in the course of the **Business** the **Company** will pay the relevant sum specified below

1. bodily injury which within 24 months of its occurrence is the sole and direct cause of
 - (a) death or
 - (b) loss of one or more limbs by physical separation at or above the wrist or ankle or
 - (c) permanent and total loss of use of one or both hands or feet or
 - (d) total and irrecoverable loss of sight in one or both eyes

£10,000

2. bodily injury not resulting in loss of limbs or sight as defined in 1(b) 1(c) or 1(d) above which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the **Company** that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the **Insured Person's** life

£10,000

3. bodily injury which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending his/her usual occupation

Normal weekly income up to £100 per week for a maximum of 104 weeks

Provided that

- (a) the **Company** shall be liable to make only one payment under 1 or 2 in respect of any one **Insured Person** resulting from an accident

Section 1C – Personal Accident – Assault

continued

- (b) weekly compensation under 3 above shall become payable when the period of disablement has been fully ascertained and the total settlement amount agreed or at the request of the **Insured** at intervals of not less than four weeks
- (c) the **Insured Person** shall act upon medical advice as soon as practicable and submit to medical examination at the **Company's** expense as often as they may require

Additional Cover

Medical Expenses

The **Company** will reimburse medical expenses reasonably and necessarily incurred for the treatment of insured Bodily Injury up to £250

Damage to Clothing and Personal Effects

In the event of **Damage** to the Clothing and/or Personal Effects (excluding jewellery watches and personal **Money**) of an **Insured Person** as a result of robbery or attempted robbery in the course of the **Business** the **Company** will pay for such **Damage** up to £500 in respect of any one **Insured Person**

Policy Cover

Section 1D – Legal Liabilities

Definitions

Insured

Any person or any company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the **Policy** Schedule

Business

The **Business** stated in the **Policy** Schedule which shall include the provision of catering social sports and welfare facilities for **Employees** fire first-aid and ambulance services and private work undertaken with the consent of the **Insured** by an **Employee** for a director partner or **Employee** of the **Insured** but excluding manual work undertaken away from the **Premises**

Territorial Limits

1. Great Britain Northern Ireland the Isle of Man or the Channel Islands
2. elsewhere in the world in respect of
 - (a) any act or omission occurring within 1 above
 - (b) **Injury** to or the acts or omissions of persons normally resident in the territories specified in 1 above but temporarily engaged in the **Business** outside such territories
 - (c) **Injury** or **Damage** caused by **Products**

Injury

Bodily injury including death illness disease nervous shock false arrest false imprisonment and false eviction

Property

Material property

Products

Goods (including containers and packaging) not in the custody or control of the **Insured** sold or supplied by the **Insured** or services provided by the **Insured** in connection with the **Business** from any **Premises** within the territories specified in 1 of **Territorial Limits** and any error in connection with the sale supply or presentation of such goods

Principal

Any party (other than a director partner or **Employee** of the **Insured**) on whose behalf the **Insured** in the course of the **Business** is undertaking work excluding the sale or supply of **Products**

Pollution or Contamination

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all **Injury** or **Damage** directly or indirectly caused by such pollution or contamination

Section 1D – Legal Liabilities

continued

Cover

Public Liability

1. in the event of
 - (a) **Injury** to any person other than an **Employee** if such **Injury** arises out of and in the course of their employment by the **Insured**
 - (b) **Damage to Property** other than
 - (i) **Property** belonging to the **Insured** or in his custody or control or
 - (ii) **Property** in the custody or control of any **Employee**

happening during the Period of Insurance in the **Territorial Limits** and caused either in connection with the **Business** or by **Products** the **Company** will subject to the Limits of Liability indemnify the **Insured** against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury** or **Damage**

2. the **Company** will in addition pay solicitors fees for representation at any Coroner's Inquest or fatal enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

Employer's Liability

1. in the event of **Injury** to any **Employee** happening during the **Period of Insurance** in the **Territorial Limits** in connection with the **Insured's Business** the **Company** will subject to the Limit of Liability indemnify the **Insured** against legal liability for damages and claimants costs and expenses incurred in respect of such **Injury**
2. the **Company** will in addition pay Solicitors fees for representation at any Coroner's Inquest or fatal enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

Indemnity to other persons

The **Company** will indemnify in the terms of this Section

1. if the **Insured** so requests
 - (a) any director or **Employee** in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him
 - (b) any officer or member of the **Insured's** canteen social sports or welfare organisations and fire first-aid and ambulance services

Policy Cover

Section 1D – Legal Liabilities

continued

- any **Principal** to the extent that the contract between the **Insured** and such **Principal** so requires in respect of liability arising from the performance of such work on behalf of such **Principal**
- the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If the **Company** is liable to indemnify more than one party the total amount of indemnity to all such parties including the **Insured** shall not exceed the Limits of Liability

Additional Cover

1. Loading and Unloading

Notwithstanding Exception 3 of this Section and provided the **Insured** is not more specifically insured under any other policy the **Company** will indemnify the **Insured** in the terms of this Section in respect of **Injury** or **Damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

2. Cross Liabilities

If the **Insured** comprises more than one party (which term in the case of a partnership includes each individual partner) the **Company** will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an **Insured**

3. Motor Contingency Liability

Notwithstanding Exception 3 of this Section the **Company** will indemnify the **Insured** and no other person in the terms of this Section in respect of the use of any motor vehicle not the property of or provided by the **Insured** and being used in the course of the **Business**

The **Company** will not be liable in respect of

- Damage** to such vehicle
- Injury** or **Damage** arising while such vehicle is being driven by the **Insured**

Provided that the **Company** shall not be liable under this extension if the **Insured** is entitled to indemnity under any other insurance

4. Health and Safety at Work Act 1974

The **Company** will at the request of the **Insured** indemnify any director or **Employee** of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for the breach of the Health and Safety at Work Act 1974 or the **Health and Safety at Work (Northern Ireland) Order 1978** committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the **Company** in an appeal against conviction arising from such proceedings

Provided that the **Company** shall not be liable for the payment of fines or penalties

Section 1D – Legal Liabilities

continued

5. Defective Premises Act 1972

The **Company** will indemnify the **Insured** in the terms of this Section against legal liability incurred by the **Insured** under Section 3 of the Defective Premises Act 1972 or **Section 5 of the Defective Premises Act (Northern Ireland) Order 1975** in respect of **Injury or Damage** occurring within a period of seven years from the expiry or cancellation of this **Policy**

Provided that the **Company** shall not be liable under this extension if the **Insured** is entitled to indemnity under any other insurance

6. Consumer Protection Act 1987

When cover is operative for **Injury** or **Damage** caused by **Products** the **Company** will indemnify the **Insured** and at the request of the **Insured** any **Employee** or director of the **Insured** against legal costs and expenses incurred with the **Company's** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the **Insured** and legal costs and expense incurred with the consent of the **Company** in an appeal against conviction arising from such proceedings

Provided that the **Company** shall not be liable for payment of fines or penalties

7. Damage to Leased or Rented Premises

In Public Liability Cover paragraph 1(b) the expression "custody or control" shall not apply to any building (including its fixtures and fittings and contents) provided that in respect of any building which is leased hired or rented to the **Insured** the **Company** shall not be liable in respect of

- (a) **Damage** to its contents
- (b) the first £100 of each and every claim for **Damage** caused other than by fire or explosion
- (c) liability arising solely because of a contract

8. Employees and Visitors Effects

In Public Liability Cover Paragraph 1(b) the expression "custody or control" shall not apply to visitors directors partners and **Employees** personal effects including motor vehicles and their contents

9. Wrongful Arrest

The **Company** will indemnify the **Insured** under the Public Liability Cover in respect of legal liability arising out of wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an **Employee**) up to a maximum amount of £25,000 in any one Period of Insurance

Policy Cover

Section 1D – Legal Liabilities

continued

10. Court attendance costs

If during the Period of Insurance any partner director or **Employee** of the **Insured** is required to attend court as a witness at the request of the **Company** in connection with a claim which is the subject of indemnity under this **Policy** the **Company** will pay compensation to the **Insured** on the following scale for each day that attendance is required

- (a) any director or partner £250
- (b) any **Employee** £150

to have occurred during any such period shall not exceed the limit shown in the Schedule

- (ii) **Injury** or **Damage** happening during any such Period and caused by **Products** shall not exceed the limit shown in the Schedule

- (b) the **Company** will in addition in respect of any other claim or number of claims arising out of one cause pay any other costs and expenses incurred with their written consent

Limits of Liability

1. Employer's Liability

Any claim or number of claims arising out of one cause for **Injury** to **Employees** including claimants costs and any other costs and expenses incurred with the **Company's** written consent shall not exceed the limit shown in the Schedule

2. Public Liability

(a) any other claim or number of claims arising out of one cause including claimants costs and expenses shall not exceed the limit shown in the Schedule provided that the **Company's** liability in any one Period of Insurance in respect of

- (i) **Injury** or **Damage** arising directly or indirectly from **Pollution** or **Contamination** which is deemed

Exceptions that apply to Legal Liabilities

The following Exceptions do not apply to liability in respect of Employer's Liability

The **Company** will not be liable in respect of

1. any liability for
 - (a) any amount in respect of liquidated damages fines or penalties
 - (b) **Injury** or **Damage** caused by **Products** which attaches solely because of a contract
2. (a) the cost of rectifying defective work
 - (b) **Damage** to or the cost of recalling removing or repairing or replacing **Products** arising from a defect in or an error in connection with the sale supply or presentation of such **Products**

Section 1D – Legal Liabilities

continued

3. **Injury or Damage** arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the **Insured**

4. **Injury or Damage** which results from any deliberate act or omission of the **Insured** his partners directors or managerial **Employees** and which could have been reasonably expected having regard to the nature and circumstances of such act or omission

This exception shall not apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

5. **Injury or Damage** arising out of or in connection with

(a) the exercise by the **Insured** his partners assistants **Employees** or any person acting for him or on his behalf having professional qualifications of professional skill associated with such qualifications

(b) the dispensing of medicine

(c) the giving of advice or treatment

6. **Injury or Damage** caused by **Products** incorporated in a craft designed to travel through air or space which have been

specifically supplied by the **Insured** for that purpose and are directly connected with the safety of such craft

7. **Injury or Damage** which arises directly or indirectly from **Pollution** or **Contamination** unless such **Pollution** or **Contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

For the purposes of this Exception all **Pollution** or **Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

8. loss cost expense liability for **Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

Policy Cover

Section 1D – Legal Liabilities

The following Exceptions apply only to Employer's Liability

The **Company** will not be liable in respect of

9. **Injury** arising in connection with work on offshore installations or transit thereto or therefrom
10. **Injury** arising when any **Employee** is
 - (i) carried in or upon a vehicle
 - (ii) entering or getting on to or alighting from a vehiclein circumstances where any road traffic legislation requires insurance or security

Right of recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to the compulsory insurance of liability to **Employees**

But the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law

Section 2 – Business Interruption

Definitions

Revenue

The **Insured's** charges for work done in the course of the **Business**

Indemnity Period

The period beginning when the **Damage** occurs and ending not later than the period of months specified in the Maximum Indemnity Period in the Schedule during which the results of the **Business** shall be affected in consequence of the **Damage**

Outstanding Debit Balances

The sums outstanding in the **Insured's** records of the individual amounts owed to the **Insured** by clients

Cover

If the **Business** carried on by the **Insured** at the **Premises** is interrupted or interfered with because of **Damage** to any building or other property used by the **Insured** at the address shown in the Schedule by a cause specified in Section 1A – Contents the **Company** will pay for the loss of **Revenue** or additional costs reasonably incurred by the **Insured** during the **Indemnity Period** in accordance with Claims Settlement of this Section

Provided that when the **Damage** occurs there is insurance in force covering the **Insured's** interest in the building or other property at the **Premises** against such **Damage** under which

(a) payment has been made or liability admitted

or

(b) liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

Outstanding Debit Balances

If the **Insured's** records of **Outstanding Debit Balances** sustain **Damage** within the **Territorial Limits** by a cause covered under Section 1A – Contents and the **Insured** in consequence is unable to fully trace or establish the **Outstanding Debit Balances** the **Company** will indemnify the **Insured** in accordance with Claims Settlement of this Section to a maximum of £25,000 for any one Period of Insurance

Additional Cover

The cover provided by this Section extends to include interruption of the **Business** as a result of

Prevention of Access

Damage to property in the vicinity of the **Premises** by a cause covered under Section 1A – Contents which hinders or prevents access to the **Premises**

Policy Cover

Section 2 – Business Interruption

continued

Disease infestation and defective sanitation

The occurrence at the **Premises** of murder suicide food or drink poisoning vermin pests defective sanitation or any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition) an outbreak of which the Local or Government Authority has stipulated shall be notified to them

Public Utilities

Accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertakings feed to the **Premises** not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply

Limits of Liability

The **Company's** liability for all loss resulting from interruption of the **Business** arising during any one Period of Insurance shall not exceed in respect of

1. each Item specified in the Schedule the Sum Insured set against it
2. all **Damage** the total of the Sums Insured specified in the Schedule

Claims Settlement

The **Company** will pay

1. for an Item in the Schedule on **Revenue**
 - (a) in respect of reduction in **Revenue** – the amount by which the **Revenue** falls short of the expected **Revenue** during the **Indemnity Period** less any charges or expenses which are reduced because of the interruption
 - (b) in respect of additional expenditure – that reasonably incurred as a result of interruption of or interference with the **Business** carried on at the **Premises** but not exceeding the amount which would otherwise have been payable under (a) above
2. for an item in the Schedule on Additional Expenditure the additional costs and expenditure necessarily and reasonably incurred as result of interruption of or interference with the **Business** carried on at the **Premises** because of the **Damage** during the **Indemnity Period**
3. for professional accountants' charges reasonably incurred by the **Insured** for producing and certifying any particulars required by the **Company** in connection with the investigation and verification of a claim

Section 2 – Business Interruption

continued

4. in respect of **Outstanding Debit Balances** only

(a) the amount by which the **Outstanding Debit Balances** traced or received following the **Damage** shall fall short of the **Outstanding Debit Balances** before the **Damage** occurred

(b) for additional expenditure incurred with the previous consent of the **Company** in tracing and establishing the **Outstanding Debit Balances**

Underinsurance

If at the time of **Damage** the Sum Insured on any Item on **Revenue** specified in the Schedule is less than 85% of the **Revenue** which would have been earned during the period of the Maximum Indemnity Period specified in the Schedule following the **Damage** the amount payable under this Section will be proportionately reduced

Automatic Reinstatement of Limits of Liability

In the event of a loss the Sums Insured will be automatically reinstated by the amount of the loss provided that

1. the **Insured** pays the appropriate premium for such reinstatement
2. in respect of interruption or interference with the **Business** because of **Damage** caused by theft or attempted theft the automatic reinstatement of the Sums Insured shall apply on the first occasion only in any Period of Insurance

Policy Cover

Section 3 – Buildings

This Section is operative only if shown as such in the Schedule

Definition

Buildings

Buildings including permanent outbuildings walls gates and fences landlords fixtures & fittings and tenants improvements

Cover

1. the **Buildings** described in the Schedule belonging to the **Insured** or for which the **Insured** is legally responsible are covered against **Damage**
2. following **Damage** covered by this Section the **Company** will also pay for
 - (a) Removal of Debris costs incurred with the consent of the **Company** in removing debris dismantling demolishing shoring up or propping that part of the **Buildings** destroyed or damaged
 - (b) Architects and Surveyors Fees architects surveyors consultants and legal fees necessarily incurred in the reinstatement of the **Buildings** but not for preparing any claim
 - (c) Public Authorities the additional cost of reinstatement of the **Buildings** incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding
 - (i) cost incurred in complying with such regulations or bye-laws under which notice has been served upon the **Insured** prior to the happening of the **Damage** or in respect of undamaged parts of the **Buildings**
 - (ii) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws
 - (d) Emergency Services repairing **Damage** to the grounds of the **Premises** caused by the Emergency Services up to a maximum of £1,000 in any one Period of Insurance

Additional Cover

Contracting Purchasers Interest

The cover provided by this Section in the event of the **Insured** contracting to sell the **Buildings** is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **Buildings** are not otherwise insured

Section 3 – Buildings

continued

Underground Services

The cover provided by this Section is extended to include accidental **Damage** to underground service pipes and cables between the **Premises** and the public mains for which the **Insured** is responsible

Limit of Liability

The **Company's** liability during any one Period of Insurance shall not exceed in respect of each Item specified in the Schedule the Sum Insured set against it

Index Linking

The Sums Insured in the Schedule will be adjusted at monthly intervals in accordance with the percentage change in the General Buildings Cost Index published by the Buildings Cost Information Service of the Royal Institution of Chartered Surveyors (or an alternative index selected by the **Company**)

Provided that

- (a) any adjustment made to the Sum Insured will be based on the latest figures available to the **Company**
- (b) at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Protection after loss

The Sum Insured in the Schedule on any **Buildings** item which sustains **Damage** by a cause covered by this Section will continue to be index-linked following such **Damage** while

the property is being reinstated provided that the **Insured** takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the **Buildings** equal to their condition when new provided that

1. this is carried out without delay and in the most economical manner
2. when any **Building** is partially damaged the **Company's** liability shall not exceed the reinstated cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged **Building** is not reinstated a loss will be settled after allowance for depreciation

Underinsurance

If at the time of **Damage** the total of the Sums Insured specified in the Schedule is less than 85% of the reinstatement cost of the **Buildings** covered by this Section the **Company** shall bear only that proportion of the **Damage** which the total of the Sums Insured bear to the total reinstatement cost

Automatic Reinstatement of Sums Insured

In the event of a loss the Sums Insured in the **Policy** Schedule will be automatically reinstated by the amount of the loss provided that

Policy Cover

Section 3 – Buildings

continued

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sums Insured
2. the **Insured** implements without delay any amendments to the protections of the **Premises** that the **Company** may require

Exceptions that apply to Buildings

The **Company** will not be liable under this Section for **Damage**

1. to fixed glass or its framework
2. to fences or gates caused by storm or flood
3. caused by
 - (a) theft or attempted theft
 - (b) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost
 - (c) corrosion rust dampness dryness wet or dry rot shrinkage collapse cracking evaporation contamination changes in temperature colour or texture or finish vermin insects marring or scratching
 - (d) subsidence ground heave or landslip or the normal settlement or bedding down of new structures

Section 4 – Computer Breakdown

This section is operative only if shown as such in the Schedule

Definitions

Computer Virus or Similar Mechanism

A set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature

Computer Virus or Similar Mechanism

includes but is not limited to 'Trojan Horses' 'worms' and 'time or logic bombs'

Hacking

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Property Insured

1. Computer Equipment

computer and auxiliary equipment used for electronic processing communication and storage of data including

- (a) fixed disks interconnecting wiring and telecommunications systems
- (b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment

2. Computer Records

all current and back-up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the **Insured** on the **Premises** or anywhere within the **Territorial Limits**

Cover

The **Company** shall indemnify the **Insured** against loss or **Damage** to Property Insured caused by the following

1. breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
2. failure or fluctuation of the supply of electricity to the Computer Equipment
3. erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

Additional Cover

This Section also covers

1. Additional Expenditure

The additional expenditure necessarily and reasonably incurred by the **Insured** to

- (a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment

Policy Cover

Section 4 – Computer Breakdown

continued

- (b) recompile or restore data or software or replace third party proprietary software in direct consequence of loss or **Damage** to Property Insured caused by Cover 1

provided that the liability of the **Company** does not exceed £10,000 in any one Period of Insurance

2. Incompatibility of Computer Records

The costs of

- (a) modification of the Computer Equipment; or
- (b) replacement of Computer Records together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment

provided that the liability of the **Company** does not exceed £5,000 in any one Period of Insurance

3. Additional Rental

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or **Damage** insured by this Section provided that the liability of the **Company** does not exceed £5,000 in any one Period of Insurance

Limit of Liability

Item 1. Computer Equipment

The **Company's** liability during any one Period of Insurance shall not exceed the Sum Insured set against it in the Schedule

Item 2. Computer Records

The **Company's** liability during any one Period of Insurance shall not exceed £5,000

Index Linking

The Sums Insured in the Schedule in respect of Item 1 Computer Equipment will be adjusted at monthly intervals in accordance with the percentage change in the Producer Price Index published by the Office of National Statistics (or an alternative index selected by the **Company**)

1. any adjustment made to the Sum Insured will be based on the latest figures available to the **Company**
2. at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Claims Settlement

In the event of loss **Damage** or destruction to Item 1 Computer Equipment the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement value of the property lost destroyed or damaged

Section 4 – Computer Breakdown

continued

For this purpose 'reinstatement' means

- (a) the rebuilding or replacement of property lost or destroyed which provided the liability of the **Company** is not increased may be carried out
 - (i) in any manner suitable to the requirement of the **Insured**
 - (ii) upon another site
- (b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Underinsurance

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any destruction or **Damage** the liability of the **Company** shall not exceed that proportion of the amount of the destruction or **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

Special Conditions

1. the liability of the **Company** for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
2. no payment beyond the amount which would have been payable in the absence of this Clause shall be made
 - (a) unless reinstatement commences and proceeds without reasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the Property Insured at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement
3. all the terms and conditions of this **Policy** shall apply
 - (a) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
 - (b) where claims are payable as if this Clause had not been incorporated

Subrogation Waiver

The **Company** agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- (a) such user has the authority of the **Insured** to use the Computer Equipment
- and
- (b) such user shall as if they were the **Insured** observe fulfil and be subject to the terms Exceptions and Conditions of this Section

Policy Cover

Section 4 – Computer Breakdown

continued

Exceptions that apply to Computer Breakdown

The **Company** will not be liable under this Section for

1. loss destruction or **Damage** to the Property Insured
 - (a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs
 - (b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
 - (c) for which the **Insured** is relieved of responsibility under any rental hire or lease agreement
 - (d) any **Damage** caused under Section 1A – Contents whether insured or not
 - (e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exception shall not apply to subsequent loss destruction or **Damage** which itself results from a cause not otherwise excluded
 - (f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life
 - (g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
 - (h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
 - (i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair
 - (j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
 - (k) caused by programming errors or design defects in software

Section 4 – Computer Breakdown

continued

2. the first £250 of each and every loss unless shown differently in the Schedule
3. (a) in respect of Property Insured loss or **Damage** to Computer Equipment or other equipment or component system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation Computer Records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error **Computer Virus** or **Similar Mechanism** or **Hacking**
- (b) in respect of Additional Cover any loss cost or expense incurred in consequence directly or indirectly of programming or operator error **Computer Virus** or **Similar Mechanism** or **Hacking**

Claims Procedure

In the event of an incident occurring which may give rise to a claim under this **Policy**

1. take all necessary and reasonable precautions and emergency action to prevent further **Injury Loss** or **Damage** occurring

Utilise the Helpline facility – see page 2 of Your Policy Booklet

2. notify the Police of any incident involving loss Theft Malicious **Damage** or Vandalism
3. notify **Us** as soon as possible giving full details of the incident

We will

- (i) check the **Policy** cover to ascertain as far as practical at this stage that a valid claim exists
- (ii) appoint a Loss Adjuster at **Our** discretion
4. send to **Us** immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** written consent
5. retain all damaged property/salvage for inspection **You** may not however abandon any property or salvage to **Us**

6. We shall be entitled to

- (i) enter any of the buildings where Bodily **Injury Loss** or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
- (ii) negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** deem appropriate
- (iii) prosecute in **Your** name for **Our** own benefit any claim against any other person in respect of any amount paid or payable

7. You can contact us to report a claim using any of the following methods:

- Dedicated telephone number – [0330 024 2266](tel:03300242266)
- Dedicated fax number – [0330 024 2623](tel:03300242623)
- By E-Mail – newcommercialclaims@coveainsurance.co.uk
- In writing – [Covêa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA](#)

Notes

Covéa Insurance

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