



## Commercial Combined Policy Wording



## CONTENTS

|   |    |
|---|----|
| Notice To The Insured                                     | 02 |
| Policy Information applicable to Sections 1 to 10         | 03 |
| Insuring Clause applicable to Sections 1 to 10            | 03 |
| General Policy Conditions                                 | 03 |
| General Policy Exceptions                                 | 06 |
| Claims Conditions   | 08 |
| Insuring Clause applicable to Sections 1 to 10            | 09 |
| Section 1 - Property Damage All Risks                     | 10 |
| Section 2 - Business Interruption All Risks               | 20 |
| Section 3 - Business Equipment All Risks                  | 26 |
| Section 4 - Money & Personal Accident Assault             | 27 |
| Section 5 - Goods in Transit                              | 29 |
| Section 6 - Terrorism                                     | 31 |
| Section 7 - Liability                                     | 32 |
| Section 8 - Contract Works                                | 38 |
| Section 9 - Employee Fidelity                             | 41 |
| Section 10 - Loss of Licence                              | 43 |
| General Policy Definitions applicable to Sections 1 to 10 | 45 |
| Section 11 - Essential Business Legal                     | 51 |

## COMMERCIAL COMBINED POLICY WORDING

### IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. Your insurance adviser who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.



## COMMERCIAL COMBINED POLICY WORDING

### NOTICE TO THE INSURED

#### Complaints Procedure applicable to Sections 1 to 10 only

It is our intention to provide you with an excellent service. However, if you are unhappy with any aspect of this service or if you wish to make any enquiry regarding this Policy, please contact either your insurance adviser or the complaints contact as outlined in the Policy *Schedule*, where you will also find details of the *Insurer's* complaints procedure.

#### Financial Services Compensation Scheme

The *Insurer* is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their financial obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street, London EC3A 7QY  
Telephone: 0800 678 1100 or 020 7741 4100  
Fax: 020 7741 4101 or E-mail: enquiries@fscs.org.uk

#### Personal information

Your insurance cover may include cover for individuals who are either insureds or beneficiaries under the policy ("individual insureds"). GB Underwriting and the *Insurer* collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

#### Your Obligations

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our personal information notice, which we have provided to you below, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

#### Personal Information Notice

The basics:

We collect and use relevant information about you, to

provide the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will not keep your information for longer than necessary and will only disclose your information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us:

Where you are providing us with personal information about a person other than yourself, you must provide this notice to them.

#### Your rights

You have rights in relation to the information we hold about you, including the right to access a copy of your information. If you wish to exercise your rights or would like more details about how we or insurer(s) use your personal information please see GB Underwriting's full Data Privacy Notice ([www.gbunderwriting.co.uk/privacy](http://www.gbunderwriting.co.uk/privacy)). A paper copy of the full Data Privacy Notice can be obtained by contacting GB Underwriting by email ([info@gbunderwriting.co.uk](mailto:info@gbunderwriting.co.uk)) or at the address below:

Compliance Department  
GB Underwriting Limited  
Little Braxted Hall  
Little Braxted  
Essex  
CM8 3EU

#### Claims Procedure applicable to Sections 1 to 10 only

If any incident occurs which might result in a claim you must immediately contact GB Underwriting Ltd via your insurance adviser who will be able to advise you.

You should refer to General Conditions and Claims Conditions towards the end of the Policy for full details of the claims procedure and conditions. Note that Section 11 of the Policy has its own claims notification procedures.

#### Several Liability Notice

The subscribing insurers obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.



The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. In witness whereof this Policy has been signed for and on behalf of the insurers.

Authorised Signatory



Russell Brown  
Director of Underwriting  
GB Underwriting Limited.  
For and on behalf of Insurers

## POLICY INFORMATION APPLICABLE TO SECTIONS 1 TO 10

(For information only. Does not form part of the Policy.)

This Policy has been prepared in accordance with your instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of:

1. the *Schedule*, which shows who is the *Insured*, the *Business* being covered and other Policy particulars such as the *Period of Insurance*, the *Limits of Indemnity* and certain amounts for which the *Insured* may be responsible;
2. the General Policy Conditions, General Policy Exceptions and Claims Conditions, which incorporate terms that apply to the whole Policy;
3. the Insuring Clause, which explains the basis on which the cover is provided;
4. the Sections of the Policy, which give precise details of the cover being provided and any limits, conditions and exceptions that are specific to a particular Section;
5. the General Policy Definitions;
6. any Endorsement(s), which might apply to the Policy or individual Sections and which incorporate cover amendments, extensions, limitations and such like.

Immediate notice should be given to the *Insurer* via your insurance adviser of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required, after issue of the Policy, will be confirmed by separate Endorsement(s), which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force. Your insurance adviser will be able to provide any help or information that you might require.

## GENERAL POLICY CONDITIONS

Applicable to Sections 1 to 10 except where indicated

### 1. Average (Underinsurance) (applicable to Sections 1, 3, and 6 only)

Unless more specifically stated in the Policy or the *Schedule*, each *Sum Insured* shall be subject to Average. Whenever a *Sum Insured* is subject to Average, if at the time of any *Damage* such *Sum Insured* is less than the total value of such property, then the *Insured* shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Section 2 has its own Special Condition relating to Underinsurance.

### 2. Computer Records (applicable to Sections 1, 2, 3, 6, 9 and 10 only)

The *Insured* shall maintain a minimum of two generations of back-up *Computer Records* and *Software* taken at intervals no less frequently than every forty-eight hours, one copy as a minimum being held off site.

### 3. Interpretation

In this Policy:

- a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this Policy;
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or Endorsement, or part thereof is found to be invalid or unenforceable, the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

### 4. Information Given to the Insurer

The *Insured* must take care when answering any questions asked and has an obligation to ensure that all information provided is accurate, complete and makes a fair presentation of the risk.

If the *Insurer* establishes that the *Insured* deliberately or recklessly provided the *Insurer* with false or misleading information, the *Insurer* will treat this Policy as if it never existed and decline all claims.

If the *Insurer* establishes that the *Insured* carelessly provided the *Insurer* with false or misleading information, it could adversely affect the Policy and any claim. For example, the *Insurer* may:



- a) treat this Policy as if it had never existed and refuse to pay all claims and return the *Premium* paid. The *Insurer* will only do this if it provided insurance cover which it would not otherwise have offered;
- b) amend the terms of the insurance. The *Insurer* may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- c) reduce the amount paid on a claim in the proportion the *Premium* paid bears to the *Premium* the *Insurer* would have charged; or
- d) cancel the Policy in accordance with the cancellation condition below. The *Insurer* or your insurance adviser will write to the *Insured* if the *Insurer*:
  - i. intend to treat the Policy as if it never existed; or
  - ii. need to amend the terms of the Policy. If the *Insured* becomes aware that information given to the *Insurer* is inaccurate, the *Insured* must inform the insurance adviser as soon as practicable.

#### 5. Precautions and Reasonable Care

The *Insured* shall take all reasonable precautions:

- a) for the safety of and to avoid, prevent or minimise any *Damage* to the Property Insured or Business Equipment;
- b) to avoid, prevent or minimise any injury to others or *Damage* to their *Property*;
- c) to prevent the sale of or supply of *Products* which are defective in any way

which might give rise to a claim under this Policy.

The *Insured* shall also:

- i. comply with all statutory and other obligations and regulations imposed by any authority;
- ii. maintain the *Premises*, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;
- iii. exercise reasonable care in the selection and supervision of *Employees* and in the employment of competent staff;
- iv. in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

#### 6. Security (not applicable to Sections 7, 10 and 11)

The *Insured's* failure to comply with any of the obligations and terms of this condition could adversely affect the Policy and any claim may not be paid.

#### Intruder Alarm System

1. Where an *Intruder Alarm System* is installed at the *Premises*, the *Insurer* requires the *Premises* be protected by such *Intruder Alarm System* whilst the *Premises* are *Unattended*.

2. In respect of loss or *Damage* following entry or attempted entry into, or exit from the *Premises*, by forcible and violent means:
  - a) the *Premises* shall be protected by an *Intruder Alarm System* and means of communication used to transmit signals from such alarm, which is designed, installed and maintained as agreed with the *Insurer*;
  - b) the *Protected Premises* shall not be left without at least one *Responsible Person* in attendance without the agreement of the *Insurer* unless the *Intruder Alarm System* is set in its entirety, with all means of communication used to transmit signals in full operation.
3. In the event of notification of any activation of the *Intruder Alarm System*, or interruption of any means of communication, during any period that the *Intruder Alarm System* is set, a *Keyholder* shall attend the *Premises* as soon as reasonably possible, in order to confirm the security of the *Premises* and reset the *Intruder Alarm System* in its entirety. If the *Intruder Alarm System* cannot be reset in its entirety, or all the means of communication used to transmit signals are not in full operation, a *Keyholder* must remain at the *Premises* unless otherwise agreed in writing by the *Insurer*.
4. The *Insured* shall advise the *Insurer*, as soon as possible and in any event not later than 10.00am on the *Insurer's* next working day:
  - a) if Police attendance in response to alarm signals or calls from the *Intruder Alarm System* may be withdrawn, or the level of response reduced or delayed;
  - b) of any notice given by a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - c) if the *Intruder Alarm System* or the means of communication used to transmit signals from such installation, cannot be returned to or maintained in full working order and the *Insured* shall comply with any subsequent requirements stipulated by the *Insurer*.
5. No alteration or substitution of:
  - a) any part of the *Intruder Alarm System*;
  - b) the structure of the *Premises*, or changes to the layout of the *Premises* which would affect the effectiveness of the *Intruder Alarm System*;
  - c) the means of communication used to transmit signals from the *Intruder Alarm System*;
  - d) the procedures agreed with the *Insurer* for Police or any other response to any activation of the *Intruder Alarm System*;
  - e) the maintenance contract shall be made without the written agreement of the *Insurer*.



6. The *Insured* shall maintain a secrecy of the codes and security of keys and setting and unsetting devices for the operation of the *Intruder Alarm System* and no information relating to such codes or security shall be left on the *Premises*. All keys and other setting and unsetting devices for the *Intruder Alarm System* must be removed from the *Premises* when the *Premises* are left *Unattended*.
7. The *Intruder Alarm System* shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company, or such other company as agreed with the *Insurer*.
8. The *Insured* shall appoint at least two *Keyholders* and lodge written details (which must be kept up to date) with the alarm company, and with the Police if they so require.

#### Protections

All protections in force at the *Premises* at the inception of this Policy or subsequently as stipulated by or agreed by the *Insurer*, shall be in full operation securing the *Premises* outside *Business Hours*.

#### 7. Unoccupied Building(s) (not applicable to Sections 7 Parts A and C, 8 and 9)

Immediate notice shall be given to the *Insurer* when any *Building(s)* become(s) *Unoccupied*, or any *Unoccupied Building(s)* or portion thereof become(s) occupied, and the *Insurer* shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional *Premium*, which shall be paid by the *Insured* if required.

Upon any *Building(s)* becoming *Unoccupied*:

- a) the indemnity provided by the *Insurer* shall only apply to *Damage* solely caused by or consequent upon, fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom;
- b) the *Premises* must be secured against illegal entry, with all windows at ground level boarded or bricked up and all windows at all other floor levels firmly secured so as to prevent unauthorised entry;
- c) all mains services must be disconnected and all water pipes and tanks drained down;
- d) all letterboxes sealed to prevent insertion of any materials or liquids;
- e) the *Premises* kept clear of all moveable combustible material;
- f) the *Insured*, or an authorised *Employee* or the *Insured's* appointed agent, must inspect the *Premises* at least once each week and
  - i. all defects in maintenance or security be rectified immediately;
  - ii. records of these inspections kept and be made available for examination by the *Insurer*;
- g) there is no refurbishment or renovation work, unless previously agreed by the *Insurer*.

#### 8. Change of Risk

The *Insured* shall give notice to the *Insurer* as soon as possible if there is any alteration to the facts or matters set out in the *Schedule* or otherwise comprising the risk presentation made by the *Insured* to the *Insurer* at inception, renewal or variation of the Policy. A qualifying change or alteration may include but is not limited to the following:

- a) prosecution of the *Insured* by the Health and Safety Executive;
- b) the criminal conviction of a director or shareholder;
- c) the undertaking of an activity not disclosed to the *Insurer*

Coverage under Sections 1, 2 or 3 of this Policy may be avoided or discontinued if:

- i. the *Insured* becomes the subject of voluntary or involuntary rehabilitation proceedings, or becomes the subject of an action in bankruptcy, or makes or proposes any arrangement with their creditors which acknowledges their insolvency;
- ii. the *Insured's* interest ceases other than by death;

unless its continuance be accepted by the *Insurer* and the Policy endorsed accordingly.

#### 9. Cancellation

The *Insured* can cancel this Policy at any time by writing to the insurance adviser. The *Insurer* can cancel this Policy by giving the *Insured* thirty (30) days' notice in writing. The *Insurer* will only do this for a valid reason. Examples of valid reasons include:

- a) non-payment of the *Premium*;
- b) a change in risk occurring which means that the *Insurer* can no longer provide the *Insured* with insurance cover;
- c) non-cooperation or failure by the *Insured* to supply information or documentation requested by the *Insurer*;
- d) the *Insured's* use of threatening or abusive behaviour or the use of threatening or abusive language.

The *Insured* has a statutory right to cancel this Policy by writing to the insurance adviser within fourteen (14) days of either:

- i. the date the *Insured* received this Policy; or
- ii. the start of the *Period of Insurance*

whichever is the later.

If this insurance is cancelled then, provided the *Insured* has not made a claim, the *Insured* will be entitled to a refund of any *Premium* paid, subject to a deduction for any time for which the *Insured* has been covered. This will be calculated on a proportional basis. For example, if the *Insured* has been covered for six (6) months, the deduction for the time covered will be half the annual *Premium*.

If the *Insured* cancels this insurance outside of the



statutory right period, there may be an additional charge, as stated in the *Schedule*, to cover the administrative cost of providing the insurance. If the *Insurer* pays any claim, in whole or in part, then no refund of *Premium* will be allowed. If the *Insured* does not exercise the right to cancel the Policy, it will continue in force and will be required to pay the *Premium*.

#### 10. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999, or any amending or subsequent legislation, to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists, or is available apart from that Act.

#### 11. **Premium Adjustment**

If any part of the *Premium* is based on estimates provided by the *Insured*, the *Insured* shall keep an accurate record containing all relevant information and shall at any time allow the *Insurer* to inspect such record. The *Insured* shall within ninety days after the expiry of each *Period of Insurance* furnish the relevant information, including but not limited to wage roll and *Turnover*, as the *Insurer* may require.

The *Premium* shall then be adjusted and the difference paid by or allowed to the *Insured*, subject to any Minimum *Premium* required within thirty days of receipt of the *Insurer's* adjusted *Premium* calculations. The *Insurer* reserves the right to request the *Insured* to supply an auditor's certificate attesting to the accuracy of any information furnished to the *Insurer*.

Where such estimates include remuneration to *Employees*, the required declaration shall also include remuneration to all persons defined as *Employees* by this Policy. Failure to declare such particulars to the *Insurer* shall entitle the *Insurer* to estimate, if they so wish, such particulars and to assess further *Premium* payment due calculated on such estimated particulars.

#### 12. **Choice of Law, Jurisdiction and Disputes**

Unless otherwise agreed by the *Insurer* and the *Insured*, this Policy shall be subject to and construed solely in accordance with the relevant law of that part of the *United Kingdom* applicable to the registered address, or principal place of business, of the *Insured*.

Any dispute between the parties concerning this insurance, or the interpretation of the terms of this Policy, shall be resolved by the courts of that same part of the *United Kingdom*.

If there is any dispute as to which law applies, it will be the law of England and Wales.

#### 13. **Insurable Interest**

The insurable interest in the insurance by this Policy shall not be transferred without the prior written

consent of the *Insurer*.

#### 14. **Sanctions**

The *Insurer* shall not provide any benefit under this Policy by way of cover, payment of any claim, or any other benefit where such cover, payment or benefit would breach any sanction, prohibition or restriction imposed by law or regulation.

## GENERAL POLICY EXCEPTIONS

### Applicable to Sections 1 to 10 except where indicated

The *Insurer* shall not indemnify the *Insured* against or make any payment to the *Insured* in respect of:

#### 1. **Consequential Loss (not applicable to Section 7)**

*Consequential Loss* of any kind or description except:

- a) as may be insured by Sections 2 or 6 of this Policy; or
- b) loss of *Rent* when such loss is included in the cover under Sections 1, 2 or 6 of this Policy; or
- c) *Consequential Loss* following *Computer Breakdown*, to the extent covered when Special Extension 1 to Section 1 of this Policy is operative;

#### 2. **Electronic Date Recognition (not applicable to Sections 4 (Part B), 6, 7, 9 and 10)**

any loss, *Damage*, destruction, *Consequential Loss* or legal liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the *Insured* or not:

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

but this shall not exclude subsequent *Damage* to the *Insured's Property*, including hired in plant and hired temporary buildings, or *Consequential Loss* which itself results from a *Defined Peril* and not otherwise excluded under this Policy;

#### 3. **Electronic Data (not applicable to Sections 4 (Part B), 6, 7, 9 and 10)**

any loss, *Damage*, destruction, distortion, erasure, corruption or alteration of *Electronic Data* from any cause (including, but not limited to *Virus* or *Similar Mechanism* or *Hacking* or *Denial of Service Attack*) or



any resultant loss of use, reduction in functionality, cost or expense of any nature, regardless of any other cause or event contributing concurrently or in any other sequence, unless any such loss or *Damage* results from a *Defined Peril* and is not otherwise excluded;

**4. More Specific Insurance (applicable to Sections 1 to 6 inclusive and 8)**

any loss or destruction of or *Damage* to any *Property* more specifically insured by or on behalf of the *Insured*;

**5. Mould and Fungus (not applicable to Section 6, 7 and 9)**

any loss or destruction of or *Damage* to any *Property*, or any loss or cost or expense whatsoever, any *Consequential Loss* or any legal liability directly or indirectly caused by, or contributed to by, or arising from *Fungal Pathogens*, regardless of whether there is another cause which may have contributed concurrently or in any sequence;

**6. Northern Ireland (applicable to Sections 1 to 5 inclusive and 8)**

any loss or destruction of or *Damage* to any *Property* in Northern Ireland, or loss resulting therefrom, caused by or happening through or in consequence of:

- a) civil commotion;
- b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any *Unlawful Association*.

In any action, suit or other proceedings where the *Insurer* alleges that by reason of this Exception any loss, destruction or *Damage* is not covered by this insurance (or is covered only up to a limit as stated in the *Schedule*), the burden of proving that such loss, destruction or *Damage* is covered (or is covered beyond that limit) shall be upon the *Insured*;

**7. Pollution or Contamination (applicable to Sections 1 to 6 inclusive and 8)**

any loss, *Damage*, destruction or *Consequential Loss* of any kind resulting from *Pollution or Contamination*, but this exclusion shall not apply to *Damage* insured under Sections 1 or 8, or *Consequential Loss*, insured under Section 2, caused by:

- a) *Pollution or Contamination* which itself results from a *Defined Peril*, or for the purposes of Section 8 from a cause not otherwise excluded;
- b) a *Defined Peril*, or for the purposes of Section 8 from a cause not otherwise excluded, which itself results from *Pollution or Contamination*;

**8. Radioactive Contamination (not applicable to Sections 6 and 9)**

any loss or destruction of or *Damage* to any *Property*, or any loss or cost or expense whatsoever, any *Consequential 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 waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

With regard to Section 7 Part A (Employers Liability) this Exception shall apply only when the *Insured*, under a contract or agreement, have undertaken to indemnify another party or assume the liability of another party for liability which would not have attached in the absence of such contract or agreement;

**9. Terrorism (not applicable to Section 6 or Section 7 Part A)**

any loss, *Damage*, injury, legal liability cost or expense of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from or in connection with:

- a) any act of *Terrorism*, regardless of whether there is another cause which may have contributed concurrently or in any sequence;
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of *Terrorism*.

If the *Insurer* alleges that by reason of this Exception any loss, *Damage*, injury, legal liability, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the *Insured*;

**10. War and Similar Risks (not applicable to Section 6 Terrorism)**

any loss, *Damage* or legal liability of whatsoever nature, directly or indirectly caused or occasioned by, or happening through, or in consequence of:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or destruction of or *Damage* to *Property* by, or under the order of any government or public authority; or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any of the above;

**11. Fire Protections (applicable to Sections 1 to 6 only)**

any loss, *Damage*, destruction or *Consequential Loss* of any kind resulting from or in connection with:

- a) the *Insured's* failure, where the *Insurer* requires that the *Premises* are protected by an automatic fire alarm installation to:
  - i. carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
  - ii. carry out the maintenance procedures specified by the manufacturers of the equipment;
  - iii. notify the *Insurer* immediately of any disconnection or failure of the automatic





- fire alarm installation likely to leave any area unprotected for twelve hours or more;
  - iv. record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by the representatives of the *Insurer*;
  - b) the failure to keep all fire break doors and shutters closed at all times, unless in constant use during working hours, or the failure to maintain such doors and shutters in efficient working order;
  - c) the *Insured's* failure, where the *Insurer* requires that the *Premises* are protected by an automatic sprinkler system, to ensure the system is:
    - i. maintained in good working order;
    - ii. in full and effective operation unless otherwise agreed by the *Insurer*;
    - iii. under a contract for maintenance and half yearly inspections with engineers approved by the *Insurer* and any defects, faults or shortcomings revealed by such tests are immediately rectified unless otherwise agreed by the *Insurer*;
    - iv. tested by the *Insured* in accordance with the requirements of the *Insurer* and the Sprinkler Test card provided by them
- throughout the currency of this Policy.

## CLAIMS CONDITIONS

**Applicable to Sections 1 to 10 except where indicated.**

### 1. Claim Notification and Subsequent Action

#### **Action by the *Insured* in respect of Sections 1 to 6 inclusive and Sections 8, 9 and 10**

If any event occurs which may give rise to a claim under this Policy, the *Insured* shall:

- a) give notice to:
  - i. GB Underwriting Ltd via the insurance adviser as stated in the *Schedule*; and
  - ii. in respect of any theft, attempted theft, *Employee Dishonest Act*, riot, malicious *Damage*, accidental loss or act of *Terrorism* (if and to the extent that *Terrorism* is insured by this Policy), also the Police Authority;
- b) within:
  - i. seven days in the case of *Damage* caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
  - ii. thirty days of the expiry of the *Indemnity Period* in respect of a claim under Section 2 of this Policy;
  - iii. thirty days of the occurrence of any other event;
  - iv. twenty-four hours in respect of a claim under Section 10 of this Policy;
- c) supply, at its own expense, full details of the

claim in writing together with any supporting information, receipts and proofs which the *Insurer* may reasonably require.

#### **Action by the *Insured* in respect of Section 7**

The *Insured*, or their legal personal representatives, shall give notice in writing to GB Underwriting Ltd as soon as reasonably possible, after any event that may give rise to liability with full particulars of such event. Every claim, notice, letter, writ, or process, or other document served on the *Insured* shall be forwarded to GB Underwriting soon as reasonably possible.

No admission, offer, promise, payment or indemnity shall be made or given, by or on behalf of the *Insured* without the written consent of the *Insurer*.

### 2. Claims Co-operation

The *Insured* will provide all help and assistance and co-operation required by the *Insurer* in connection with any claim.

### 3. Claims Conduct and Control (applicable to Section 7 only)

The *Insurer* shall be entitled, if it so desires, to take over and conduct, in the name of the *Insured*, the defence or the settlement of any claim and to prosecute, in the name of the *Insured* (whether before or after indemnifying the *Insured*), any claim for indemnity, or damages, or otherwise against all other parties or persons. The *Insurer* shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the *Insured* (including compliance with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved by the Lord Chief Justice) and the *Insured* shall give all such information and assistance as the *Insurer* may require.

### 4. Discharge of Liability (applicable to Section 7 only)

The *Insurer* may at any time at its sole discretion:

- a) under Section 7 Part A, pay to the *Insured* the *Limit of Indemnity* (less any sum or sums already paid in respect or in lieu of *Compensation* and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against the *Insured* can be settled and the *Insurer* shall not be under any further liability in respect of such claim or claims;
- b) under Section 7 Parts B and C, pay to the *Insured* the *Limit of Indemnity* (less any sum or sums already paid in respect or in lieu of *Compensation*) or any lesser sum for which the claim, or claims against the *Insured* can be settled and the *Insurer* shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which the *Insurer* may be responsible incurred prior to such payment.

However, in the event of a claim, or series of claims, resulting in the liability of the *Insured* to pay a sum in



excess of the *Limit of Indemnity*, the *Insurer's* liability, under Section 7 Part A and B, for costs and expenses under General Policy Extension 1 (Defence Costs and Expenses), shall not exceed an amount being in the same proportion as the *Insurer's* payment to the *Insured* for *Compensation* bears to the total payment made by or on behalf of the *Insured* in settlement of the claim or claims.

5. **Arbitration (applicable to Sections 1 to 6 inclusive and 8)**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator, to be appointed, by the parties, in accordance with the statutory provisions being in force at that time. Where any difference is, by this Condition, to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the *Insurer*.

6. **Contribution**

**Applicable to Sections 1 to 6 inclusive and 8**

Should any loss, destruction, *Damage* or liability covered by this Policy (whether in whole or part) also be covered by any other insurance (or would be but for the existence of this Policy), the *Insurer* shall not be liable for more than their rateable proportion.

If the other insurance is subject to a condition of Average and this Policy is not, then this Policy shall become subject to the same condition of Average.

If the other insurance is subject to any provision excluding proportional payment (whether in whole or part) or from contributing rateably, the liability of the *Insurer* shall be limited to that proportion of the loss, destruction, *Damage* or liability which the *Sum Insured* under this Policy bears to the value of the *Property*.

**Applicable to Section 7, 9 and 10**

If, at the time of any event to which this Policy applies, there is, or but for the existence of this Policy there would be, any other insurance covering the same liability, the *Insurer* shall not be liable under this Policy, except in respect of any excess beyond the amount which would be payable under such other insurance, had this Policy not been effected.

7. **Fraud**

If the *Insured* shall provide any information or make any claim that is in any respect fraudulent or if any fraudulent means or devices are used by the *Insured* or anyone acting on behalf of the *Insured* or if any *Bodily Injury* or *Damage* is caused by the wilful act or with the connivance of the *Insured*, the *Insurer*:

- a) will not pay the claim; and
- b) may recover from the *Insured* any sums paid by the *Insurer* to the *Insured* in respect of the claim; and
- c) may, by notice to the *Insured*, treat this Policy as

having been terminated with effect from the time of the fraudulent act and if the *Insurer* does treat this Policy as having been terminated, the *Insured* will:

- i. have no cover under this Policy from the date of termination; and
- ii. not be entitled to any refund of *Premium*.

8. **Insurer's Rights following a Claim**

On the happening of any event in respect of which a claim is, or may be made under this Policy, the *Insurer* (and every person authorised by them) shall have the right, without incurring any liability or diminishing their right to rely on any condition of this insurance, to enter the *Premises* where the event has occurred. The *Insurer* shall also have the right to take and keep possession of any of the *Property Insured* or *Business Equipment* (or require it to be delivered to them), and to deal with any salvage in a reasonable manner. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

No property shall be abandoned to the *Insurer*, whether taken possession of by them or not.

This Condition shall be evidence of permission from the *Insured* to the *Insurer* to exercise these rights. If the *Insured*, or anyone acting on behalf of the *Insured*, shall not comply with the requirements of the *Insurer*, or shall hinder or obstruct the *Insurer* in exercising these rights, then all benefit under this Policy shall be forfeited.

**Applicable to Sections 1 to 6 inclusive and 8 and 10 only**

The *Insurer* may at any time pay the amount of the limit set forth in the *Schedule* to which the claim applies and be under no further liability in respect of that claim.

9. **Reinstatement of Damage**

If the *Insurer* elects, or becomes bound to Reinstatement or replace any *Property*, the *Insured* shall at its own expense provide all such plans, documents, books and information as the *Insurer* may reasonably require. The *Insurer* shall not be bound to Reinstatement exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the *Items insured* more than its *Sum Insured*.

10. **Subrogation (not applicable to Section 7, but see Claims Condition 3)**

Any claimant under this Policy shall, at the request and expense of the *Insurer*, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the *Insured*, whether such steps are or become necessary before or after any payment is made by the *Insurer*.

The *Insurer* agrees to waive any rights, remedies



or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of parent to *Subsidiary* (or *Subsidiary* to parent) of the *Insured*;
- b) any Company which is a *Subsidiary* of a parent Company of which the *Insured* themselves are a *Subsidiary* within the meaning of the Companies Act(s).

## INSURING CLAUSE APPLICABLE TO SECTIONS 1 TO 10

In consideration of the *Insured* having agreed to pay the *Premium*, the *Insurer* will indemnify the *Insured*, on and subject to the terms, limits, conditions clauses and exceptions of this Policy, against the events set out in the Sections operative (specified herein) and occurring in connection with the *Business* during the *Period of Insurance*, or any subsequent period for which the *Insurer* agrees to accept payment of the *Premium*.

Each Section of the Policy, the *Schedule* and any Endorsement(s) and the General Policy Definitions, General Policy Conditions, Claims Conditions and General Policy Exceptions shall be read as one document.

Any word or expression which appears in the Policy in italics shall have the meaning given in the General Policy Definitions. Any other word or expression given a specific meaning in:

1. the *Schedule*, any Policy Endorsement(s), or the General Policy Conditions, General Policy Exceptions and Claims Conditions, or this Insuring Clause, and beginning with a capital letter, shall have the same meaning throughout the Policy;
2. an individual Section, or any Section Endorsement(s), and beginning with a capital letter shall have only the same meaning throughout such Section or Section Endorsement(s).

References in this Policy to any:

- a) statute, statutory provision, or European Union Directive; or
- b) order, regulation, instrument, directive or code having the effect of and authorised by law

shall also apply to any amendment, substitution, replacement or consolidation of such laws, or to any laws promulgated thereunder.

## SECTION 1 - PROPERTY DAMAGE ALL RISKS

### THE COVER

The *Insurer* will indemnify the *Insured* against accidental *Damage* to the Property Insured occurring during the *Period of Insurance*.

#### Limit of Liability

The liability of the *Insurer* during the *Period of Insurance* shall not exceed the *Sum Insured* in respect of each individual Item of the Property Insured, subject to any other limit stated herein or in the *Schedule*.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

#### The Property Insured

1. *Building(s)*;
2. *Contents* (including *Computer Equipment*);

Any insurance by this Section in respect of *Building(s)* or *Contents* shall include provision for *Professional Fees* and *Debris Removal* unless otherwise stated in the *Schedule*;

3. *Stock in Trade*;
4. *Rent*.

## SECTION 1 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against:

1. *Damage* caused directly by or consisting of:
  - a) inherent vice, latent defect, gradual deterioration, wear and tear, or the Property Insured's own faulty or defective design or materials;
  - b) faulty or defective workmanship, or operational error or omission, on the part of the *Insured* or any of their *Employees*;
  - c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;
  - d) explosion occasioned by the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to, or under the control of the *Insured*

but this shall not exclude subsequent *Damage* which itself results from a cause not being an Excepted Cause or otherwise excluded.

2. *Damage* caused directly by or consisting of:



- a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, frost, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;
- b) change in temperature, colour, flavour, texture or finish;
- c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping;

but this shall not exclude:

- i. such *Damage* which itself results from a *Defined Peril*, or from any other cause not being an *Excepted Cause* or otherwise excluded;
- ii. subsequent *Damage* which itself results from a cause not being an *Excepted Cause* or otherwise excluded.

3. *Damage* caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates but this shall not exclude:
  - a) *Damage* to surrounding property, not forming part of the same machine, apparatus or equipment;
  - b) such *Damage* which itself results from a *Defined Peril* or from any other cause not being an *Excepted Cause* or otherwise excluded;
  - c) subsequent *Damage* which itself results from a cause not being an *Excepted Cause* or otherwise excluded.
4. *Damage* caused directly by or consisting of theft or attempted theft unless:
  - a) involving forcible and violent entry to or exit from *Building(s)* at the *Premises*;
  - b) involving *Assault* or violence, or threat of *Assault* or violence, to the *Insured*, or any partner, director or *Employee* of the *Insured*, or to members of their families, or any other person lawfully on the *Premises*.
5. *Damage* caused directly by theft, or attempted theft, from yards, gardens, open spaces or *Outbuildings*, unless the contents thereof are specifically insured by this Section.
6. *Damage* caused directly by or consisting of:
  - a) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
  - b) normal settlement or bedding down of new structures.
7. *Damage* caused directly by or consisting of:
  - a) an act of fraud or dishonesty by the *Insured*, or any partner, director or *Employee* of the *Insured*, or by members of their families or any other person to whom the Property Insured has been entrusted;
  - b) unexplained disappearance, unexplained or

- inventory shortage, misfiling or misplacing of information;
- c) erasure, loss, distortion or corruption of information on computer systems or other records, programmes or *Software*:
  - i. whilst mounted in or on any machine or data processing apparatus; or
  - ii. due to the presence of a magnetic flux unless caused by *Damage* not being the result of an *Excepted Cause* in respect of the machine or apparatus in which the records are mounted.

8. *Damage* in respect of buildings or structures caused directly by their own collapse or cracking, unless resulting from a *Defined Peril* not otherwise excluded.
9. *Damage* caused directly by wind, rain, hail, sleet, snow, flood or dust to:
  - a) moveable *Property* in the open, or in open sided buildings, or contained in *Outbuildings*; or
  - b) fences and gates.
10. *Damage* to the Property Insured caused directly by fire resulting from its undergoing any process involving the application of heat.
11. *Damage* (other than by fire) to the Property Insured resulting from it undergoing any process of:
  - a) production;
  - b) packing, treatment, testing, cleaning, commissioning, servicing, repair or any other process

but this shall not exclude *Damage* to surrounding property not forming part of:

- i. the machinery performing such process;
- ii. the same process of production; or
- iii. the same process of packing, treatment, testing, cleaning, commissioning, servicing, repair or other process.

12. *Damage* caused directly by or consisting of the solidification of molten material, unless resulting from a *Defined Peril* not otherwise excluded.
13. *Damage* in respect of any *Unoccupied Building*:
  - a) caused directly by the escape of water from any tank, apparatus or pipe; or
  - b) caused directly (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation.
14. *Damage* caused directly by, or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.
15. *Damage* caused directly by or resulting from cessation of work.
16. delay, loss of market, loss of use, or *Consequential Loss* or *Damage* of any kind, except loss of *Rent* when such



loss is included in the cover by this Section.

17. *Damage* attributable solely to change in the water table level.
18. *Damage* caused directly by fire unless:
  - a) the *Insured* has installed fire extinguishing appliances and the *Insured* has maintained such appliances in full and effective working order and under a contract for maintenance throughout the *Period of Insurance*. However, cover under this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the *Insured*;
  - b) the *Insured* has ensured that when welding or flame-cutting equipment, blow lamps, blow torches or hot air guns (the *Equipment*) are used by the *Insured* or any *Employee* or contractor at the *Premises*:
    - i. before use of the *Equipment*:
      - a) an *Employee* has been appointed on site to be responsible for fire safety and for ensuring that fire precautions are taken and said *Employee* has arranged for the required fire extinguishing appliances to be available at the site;
      - b) each *Employee* or contractor has been made aware of the location of fire-fighting equipment and alarms;
      - c) a full written assessment of combustible areas and any pipework likely to increase the risk of fire or explosion has been made and any such area has been cleared of combustible materials, or covered by overlapping sheets of incombustible material, and purged of gases or liquids, to ensure safe use of the *Equipment*;
      - d) a full assessment and inspection of the *Equipment* has been made to identify leaks or defects and any such defects have been rectified before any works commence;
      - e) there was available, for immediate use, at the point of application of heat, suitable fire-fighting apparatus (as a minimum, a nine litre capacity fire extinguisher or, where the use of water would be inappropriate, a two kilogram multi-purpose dry powder extinguisher);
    - ii. during use of the *Equipment*:
      - a) the lighting or operation of the heat equipment was in accordance with manufacturer's instructions;
      - b) it was lit as short a time as possible before use and extinguished immediately after use and not left *Unattended* whilst alight;
      - c) a *Responsible Person* acted as fire watcher alongside each person using the *Equipment*;
      - d) it was operated only by *Employees* or contractors trained or experienced in its use;
      - e) an adequate check was undertaken for

- cooling down of *Equipment* and safe storage away from the area of work;
- iii. upon completion of each period of work, a thorough fire safety check was made for at least thirty minutes in the vicinity of the work (including the other side of walls or partitions).

### Excepted Property

The *Insurer* shall not indemnify the *Insured* in respect of *Damage* to:

1.
  - a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
  - b) *Glass* or *Sanitary Fittings*;
  - c) other glass or glassware, china, earthenware, marble, statuary, or other fragile or brittle objectsunless resulting from a *Defined Peril* not otherwise excluded.
2. *Property in Transit*, except as provided for in Extensions 16 (*Property at Exhibitions*), 19 (*Temporary Removal*), 20 (*Temporary Removal Computer Records*) and 21 (*Temporary Removal Documents*).
3.
  - a) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - c) working dynamos, motors, wires, or main or electrical apparatus through short circuiting, overrunning or excessive pressure;
  - d) land, roads, pavements, piers, jetties, bridges, culverts or excavations;
  - e) livestock, growing crops or trees.

## SECTION 1 CLAUSES

### 1. Designation

For the purpose of determining, where necessary, the heading under which any *Property* is insured, the *Insurer* agrees to accept the designation under which such *Property* has been entered into the *Insured's* books of accounts.

### 2. Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self-ignition, over-running, excessive pressure, short circuiting, self-heating or leakage of electricity, the *Insurer* shall not indemnify the *Insured* for *Damage* to the equipment which contained the particular piece of apparatus or fitting which has caused the fire, but shall provide indemnity for *Damage* to any other apparatus or fittings in consequence of such fire, if such other apparatus or fittings are otherwise insured under this Section.



### 3. Non-invalidation

The insurance under this Section shall not be invalidated by any act or omission, or by any alteration or defect, whereby the risk of *Damage* is increased unknown to or beyond the control of the *Insured*. The *Insured* shall give notice to the *Insurer* as soon as reasonably practicable after such act or omission or alteration comes to the notice of the *Insured* and shall pay any additional *Premium* required by the *Insurer*.

### 4. Replacement or Reinstatement

In the event of any claim being made under this insurance for *Damage* occurring to the Property Insured under Item 1) (*Building(s)*) or Item 2) (*Contents*), the amount payable by the *Insurer* in respect of such *Damage* shall be the cost of Reinstatement.

For the purpose of this Clause the term "Reinstatement" shall mean:

- a) where the Property Insured is lost or destroyed:
  - i. in respect of Item 1) (*Buildings*), the rebuilding of the property;
  - ii. in the case of other *Property*, replacement by similar *Property*;in either case, in a condition substantially the same as, but not better or more extensive than the condition of the property when new;
- b) where the Property Insured is damaged:
  - i. the repair or restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than its condition when new.

#### Special Provisions to Clause 4

- a) The work of Reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the *Insured*, subject to the liability of the *Insurer* not being increased) must be commenced and carried out with reasonable despatch.
- b) When any Property Insured under Item 1) (*Building(s)*) or Item 2) (*Contents*) is damaged or destroyed in part only, the liability of the *Insurer* shall not exceed the sum that the *Insurer* would have been required to pay for Reinstatement if such property had been wholly destroyed.
- c) No payment shall be made by the *Insurer* beyond the amount which would have been payable under this Policy if this Clause had not been incorporated:
  - i. until the cost of Reinstatement shall have been actually incurred by the *Insured*;
  - ii. if the Property Insured under Item 1) (*Building(s)*) or Item 2) (*Contents*) shall, at the time of *Damage*, be covered by any other insurance effected by, or on behalf of the *Insured* which is not upon the same basis of Reinstatement.
- d) General Policy Condition 1 Average (Underinsurance) shall not apply to Reinstatement under this Clause, but 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 Insured under Item 1) (*Building(s)*) or Item 2) (*Contents*), exceeds the *Sum Insured* for that Item at the commencement of the *Damage*, the amount payable by the *Insurer* shall not exceed that proportion of the cost of Reinstatement which the *Sum Insured* for that Item bears to the sum representing the total cost of reinstating the Property Insured under that Item.

- e) The terms, limits, conditions and exceptions of this Policy shall apply in full to:
  - i. any claim payable in respect of Reinstatement, except where expressly varied by this Clause;
  - ii. any claim which is to be payable as if this Clause had not been incorporated into the Policy.

### 5. Seventy-Two Hours Clause

All *Damage* caused by storm, tempest, flood, subsidence or landslip occurring in any one period of seventy-two consecutive hours, within any one *Period of Insurance*, shall constitute one claim for the purposes of this Section. The *Insured* shall select the time from which any seventy-two hour period shall commence, provided that such *Damage* occurred prior to the expiry of the *Period of Insurance*. If there is more than one such period selected during the *Period of Insurance*, they must not overlap and the *Excess* shall apply separately to each selected period.

## SECTION 1 EXTENSIONS

Unless otherwise stated in the *Schedule* (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections of the Policy excluding Section 11, except where specifically varied by the terms of the Section Extension.

#### 1. Additional Costs

The indemnity provided by this Section shall extend to apply to additional costs reasonably and necessarily incurred by the *Insured* for the purpose of ensuring that the *Premises* remain secure, habitable and tenable following *Damage* insured by this Section (other than the loss of keys by theft). The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 5% of the total *Sums Insured* for the *Premises* at which the *Damage* occurred, or GBP 10,000 whichever is the lesser.

#### 2. Automatic Reinstatement of Sums Insured

In consideration of the *Sums Insured* not being reduced by the amount of any *Damage*, the *Insured* undertakes to pay the appropriate additional *Premium* on the amount of the *Damage* from the date thereof to the expiry of the *Period of Insurance*, and to carry out any measures that the *Insurer* may require to prevent further *Damage* or enhance the security of the *Premises*. The liability



of the *Insurer* in respect of any one *Occurrence* shall not exceed, in respect of each Item of the Property Insured, the *Sum Insured* for that Item.

### 3. Breakage of Glass and Sanitary Fittings

The indemnity provided by this Section shall, regardless of Section Exception 1) b) under Excepted Property, include the costs of repair or replacement in the event of breakage of *Glass* or *Sanitary Fittings*.

The liability of the *Insurer* under this Extension shall not exceed the replacement value of the *Glass* or *Sanitary Fittings* at the time of the breakage.

The claim shall be settled for the value of the *Glass* or *Sanitary Fittings* or, at the option of the *Insurer*, for the cost of repair, replacement or Reinstatement.

The *Insurer* will also pay:

- a) for *Damage* to frames or framework which has to be removed to replace the *Glass*;
- b) for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of *Glass*;
- c) for *Damage* to goods displayed for an amount not exceeding GBP500 any one *Occurrence*, provided such *Damage* was not a direct result of theft or attempted theft.

The *Insurer* shall not indemnify the *Insured* against:

- a) breakage arising directly from alteration to, or repair or restoration of the *Premises*;
- b) breakage of *Glass* or *Sanitary Fittings*:
  - i. already damaged at inception of the *Period of Insurance*;
  - ii. forming part of the *Insured's Stock in Trade*;
- c) scratching or chipping of *Glass* unless it extends through the complete fabric of the *Glass*;
- d) breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
- e) breakage in respect of any *Unoccupied Building(s)*;
- f) breakage of bulbs or tubes unless consequent upon *Damage* to neon or illuminated signs;
- g) breakage caused by mechanical or electrical breakdown or the application of electrical energy;
- h) breakage arising from a *Defined Peril*;
- i) the first GBP250 of each and every claim.

### 4. Capital Additions, Alterations and Improvements

The indemnity provided by this Section, in respect of Item 1 (*Building(s)*) and Item 2 (*Contents*) of the Property Insured, shall extend to apply to capital additions, alterations and improvements and newly acquired or newly erected *Building(s)* provided that:

- a) the *Insured* shall declare to the *Insurer* the date and value of such capital additions, alterations, improvements and newly acquired and newly erected *Building(s)* at intervals of not more than one month and shall pay an appropriate additional *Premium* calculated from the time such additional

cover applies;

- b) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the total *Sums Insured* under Items 1 (*Building(s)*) and 2 (*Contents*) for the *Premises* at which the *Damage* occurred, or GBP500,000 whichever is the lesser;
- c) this Extension does not apply to appreciation in value.

### 5. Changing Locks

The indemnity provided by this Section shall extend to apply to costs incurred by the *Insured* as a result of the necessary replacement of locks, if any of the keys of the *Premises* are accidentally lost or stolen from the *Premises*, or from the homes of *Principals*, partners, directors or authorised *Employees*, provided that:

- a) if such keys relate to a safe or strongroom they shall not be left on the *Premises* outside the *Insured's* normal *Business Hours*;
- b) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP1,000 in respect of any one *Occurrence*.

The *Excess* as stated in the *Schedule* does not apply in respect of this Extension in so far as the changing of locks is the only part of the claim.

### 6. Contract Price

Should a contract for the sale of goods be cancelled, within its terms, by reason of *Damage* occurring to undelivered goods covered by this Section, the indemnity provided by the *Insurer* will be based upon the contract price for those goods suffering *Damage*. For the purpose of the application of Average the value of all goods sold, but not delivered, will be calculated upon the contract price for those goods, regardless of whether or not they have suffered *Damage*.

### 7. Customers Goods

Item 3) (*Stock in Trade*) of the Property Insured shall include goods belonging to or the legal responsibility of customers, provided that:

- a) the goods are in the *Insured's* custody for the purpose of the *Insured* undertaking work upon them, or for reasons of storage or despatch, or for other temporary purposes;
- b) the *Insured* have intimated, prior to any *Damage* occurring, that they will accept responsibility for *Damage* to such goods;
- c) the *Insurer* shall not indemnify the *Insured* in respect of goods which are more specifically insured elsewhere.

### 8. Deterioration of Stock

The indemnity provided by this Section in respect of Item 3) (*Stock in Trade*) of the Property Insured shall extend to apply to *Damage* to foodstuffs contained in refrigeration cabinets or compartments (the Refrigeration Equipment) by deterioration or



putrefaction caused by:

- a) a change in temperature as a result of a breakdown, stoppage or failure of the Refrigeration Equipment attributable to any intrinsic cause;
- b) action of refrigerant fumes escaping from the Refrigeration Equipment;
- c) loss of refrigerant;
- d) failure of the public supply of electricity or gas due to any cause, other than the deliberate act of the supply authority or the exercise of such authority of its power to withhold or restrict supply.

This Extension is subject to the following:

- i. Unless specifically stated to the contrary by Endorsement to this Policy, if Refrigeration Equipment is more than ten years old, no indemnity shall be provided unless such Refrigeration Equipment is maintained under contract with a recognised refrigeration engineer;
- ii. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP5,000 in the aggregate in respect of all such *Damage* to foodstuffs occurring during the *Period of Insurance*.

#### 9. Dismantling and Re-erection Costs

The indemnity provided by this Section in respect of Item 2) (*Contents*) of the Property Insured shall include the costs of dismantling, re-erection, re-fitting and re-fixing of machinery and plant following *Damage*.

#### 10. Drain Clearing

The indemnity provided by this Section shall extend to apply to reasonable expenses necessarily incurred by the *Insured* in clearing, cleaning or repairing drains, gutters, sewers and the like for which the *Insured* is legally responsible, in consequence of *Damage* to which the insurance by this Section applies. The maximum amount that will be paid by the *Insurer* for such expenses, shall not exceed GBP10,000 in the aggregate in connection with all *Damage* occurring during the *Period of Insurance*.

#### 11. Extinguishment Expenses

The indemnity provided by this Section shall extend to apply to costs reasonably and necessarily incurred by the *Insured* for:

- a) fire brigade charges;
- b) the refilling of fire extinguishing appliances;
- c) the replacement of used sprinkler heads;

arising out of *Damage* insured by this Section, provided that the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP10,000 in respect of any one *Occurrence*.

#### 12. Landscaped Grounds

The indemnity provided by this Section shall extend to apply to costs necessarily and reasonably incurred by the *Insured* in making good the landscaped grounds

of the *Premises* damaged by the Fire Brigade, or any other Emergency Service, in consequence of *Damage* to the Property Insured. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP10,000 in respect of any one *Occurrence*.

#### 13. Loss of Metered Water Charges

The indemnity provided by this Section shall extend to apply to additional metered water charges incurred by the *Insured* following *Damage* insured by this Section, provided that:

- a) the *Insurer* shall not indemnify the *Insured* for any such charges in respect of any *Unoccupied Building(s)*;
- b) the amount payable is to be calculated based upon the amount of the water charges for the period during which *Damage* occurs, less the charge made to the *Insured* for the corresponding period in the preceding year, adjusted for changes in the water supplier's charges and for variations affecting the water consumption of the *Insured* during the intervening period;
- c) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP10,000 in the aggregate in connection with all *Damage* occurring during the *Period of Insurance*.

#### 14. Mortgagees Freeholders and Lessors

Mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of *Damage* resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any *Building(s)* insured by this Section, provided that such increase in risk is without their prior knowledge or authority and that the *Insurer* is notified immediately they become aware of such increase in risk.

#### 15. Other Interests

Should any of the Property Insured be subject to the terms of a hire purchase, or similar form of agreement, then the interest of such parties is noted in this insurance, and the nature and extent of such interest is to be declared to the *Insurer* in the event of *Damage*.

#### 16. Property at Exhibitions

The indemnity provided by this Section, in respect of Item 2) (*Contents*) and Item 3) (*Stock in Trade*) of the Property Insured, shall extend to apply to *Damage* occurring during the *Period of Insurance* to *Property at Exhibition* within the *Territorial Limits*, provided that the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP10,000 any one *Occurrence*.

#### 17. European Union and Public Authorities

The indemnity provided by this Section, in respect of *Damage* to Item 1) (*Building(s)*) or Item 2) (*Contents*) of the Property Insured, shall include the additional cost of Reinstatement of such property (together with undamaged portions) incurred by the *Insured*





solely by reason of the necessity to comply with the Stipulations of:

1. European Union legislation; or
2. building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye-laws of any public authority.

The *Insurer* shall not indemnify the *Insured* against:

- a) the cost incurred in complying with the Stipulations:
  - i. in respect of *Damage* occurring prior to the granting of this Extension;
  - ii. in respect of *Damage* not insured by this Section;
  - iii. under which notice has been served upon the *Insured* prior to the happening of the *Damage*;
  - iv. for which there is an existing requirement which has to be implemented within a given period;
- b) the additional cost that would have been required, to make good the *Property* lost, damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with the Stipulations not arisen;
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the *Property* or by its owner by reason of compliance with any of the Stipulations.

The indemnity under this Extension is granted provided that:

1. the work of Reinstatement, which may be carried out wholly or partially upon another site (if the Stipulations so necessitate and subject to the liability of the *Insurer* under this Extension not being increased), must be commenced and carried out with reasonable despatch, and in any case must be completed within twelve months of the *Damage* occurring, or within such further time as the *Insurer* may in writing permit (during the course of such twelve months period);
2. if the liability of the *Insurer* under any Item of the Property Insured by this Section, apart from this Extension, shall be reduced by the application of any of the terms and conditions of this Section and of the Policy, then the liability of the *Insurer* under this Extension in respect of any such Item shall be reduced in like proportion;
3. the total amount recoverable under any Item of the Property Insured shall not exceed:
  - a) in respect of the lost, destroyed or damaged Property Insured – its *Sum Insured*;
  - b) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which the *Insurer* would have provided indemnity had the Property Insured, by the Item at the *Premises* where the *Damage* has occurred, been wholly destroyed;
  - c). in respect of European Union legislation:
    - i. 15% of its *Sum Insured*; or
    - ii. where the *Sum Insured* by the Item applies

to *Property* at more than one *Premises*, 15% of the total amount for which the *Insurer* would have provided indemnity had the Property Insured by the Item at the *Premises* where *Damage* has occurred, been wholly destroyed;

- d) in respect of building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye laws of any public authority its *Sum Insured*, being part of and not in addition to the *Sum Insured* shown in the *Schedule*.

## 18. Services

Item 1) (*Building(s)*) and Item 2) (*Contents*) of the Property Insured shall include telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the like, and the accessories thereof, including similar *Property* in adjoining yards or roadways or underground, being the property of the *Insured* or for which the *Insured* are responsible.

## 19. Temporary Removal

With the exception of Item 3) (*Stock in Trade*) and Item 4) (*Rent*), the indemnity provided by this Section shall continue to apply whilst the Property Insured is temporarily removed from the *Premises* for cleaning, renovation, repair or similar purposes elsewhere (including whilst in *Transit*) within the *Territorial Limits*, provided that:

- a) this Extension shall not apply to any vehicle licensed for road use which has been otherwise included within the Property Insured by this Section;
- b) the maximum amount that will be paid by the *Insurer* under this Extension, in respect of each Item of the Property Insured, shall not exceed 10% of the *Sum Insured* for that Item.

## 20. Temporary Removal Computer Records

Any indemnity provided by this Section, in respect of *Computer Records*, shall continue to apply whilst such records are temporarily removed to any premises within the *Territorial Limits* that are not in the *Insured's* occupation (including *Transit* to and from such premises). The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the total value of such records.

## 21. Temporary Removal Documents

Any indemnity provided by this Section, in respect of deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed), shall continue to apply whilst such property is temporarily removed to any premises within the *Territorial Limits* that are not in the *Insured's* occupation (including *Transit* to and from such premises). The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the total value of such property.



## 22. Temporary Repairs

The indemnity provided by this Section in respect of *Building(s)* shall include the costs reasonably and necessarily incurred by the *Insured* in making temporary repairs to such *Building(s)* and erecting temporary buildings in their place following *Damage*.

## 23. Theft Damage to Buildings

Where *Building(s)* are not insured under Item 1) of the Property Insured, the indemnity provided by this Section shall extend to apply to *Damage* to *Building(s)*, for which the *Insured* is legally responsible as a result of theft, or attempted theft, involving forcible and violent entry to or exit from *Building(s)* at the *Premises*, provided that:

- a) the *Insurer* shall not indemnify the *Insured* in respect of any *Damage* insured elsewhere;
- b) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed the total of the *Sums Insured* by this Section in respect of the *Premises* concerned.

## 24. Trace and Access

The indemnity provided by this Section in respect of *Damage* caused by an escape of water, or fuel oil, from any tank, apparatus or pipe, shall extend to apply to the costs reasonably and necessarily incurred by the *Insured*:

- a) in locating the source of such escape; and
- b) the subsequent making good of *Damage* caused as a consequence of locating such source

provided that the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP10,000 in the aggregate in connection with all *Damage* occurring during the *Period of Insurance*.

## 25. Transfer of Interest

If, at the time of *Damage* to any *Building(s)* insured by Item 1) of the Property Insured, the *Insured* shall have contracted to sell their interest in such *Building(s)*, the indemnity provided by this Section shall extend to the benefit of the purchaser provided that:

- a) completion of the purchase shall not have taken place at the time *Damage* occurs, but does take place subsequently;
- b) the *Damage* to the *Building(s)* is not otherwise insured by or on behalf of the purchaser.

## 26. Unauthorised Use of Electricity, Gas or Water

Upon first discovery by the *Insured*, during the *Period of Insurance*, of the unauthorised use of electricity, gas or water by persons taking possession of or occupying the *Premises* without the *Insured's* consent, the indemnity provided by this Section shall extend to apply to the metered cost, for which the *Insured* is legally responsible, arising from such unauthorised use, provided that:

- a) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP10,000 in the aggregate in respect of all

unauthorised use discovered during the *Period of Insurance*; and

- b) the *Insured* shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

## 27. Workmen

Subject to the full terms and conditions of this Policy workmen shall be allowed on the *Premises* for the purpose of carrying out minor repairs, decorations or alterations.

## SECTION 1 SPECIAL EXTENSIONS

Special Extensions 1) and 2) shall apply unless otherwise stated in the *Schedule*. Special Extension 3) shall apply only to those *Premises* for which it is shown in the *Schedule* as being applicable. Each Special Extension shall be subject to all other terms, limits, conditions and exceptions of this Section and of the Policy, except where specifically varied by the terms of the Special Extension.

### 1. Computer Breakdown

The indemnity provided by this Section shall, regardless of Excepted Cause 3, extend to apply to *Computer Breakdown*.

The following shall also be included in this Extension:

- a) Reinstatement of Data  
The *Insurer* shall indemnify the *Insured* for costs incurred in reinstating data lost or damaged in consequence of a *Computer Breakdown* to which this Extension applies, provided that:
  - i. indemnity is limited solely to the cost of reinstating data onto *Data Media*;
  - ii. the indemnity provided shall not apply to any loss of or *Damage* to data discovered later than six months after the occurrence of the *Computer Breakdown*;
  - iii. the maximum amount that will be paid by the *Insurer* for such costs shall not exceed GBP25,000 in the aggregate in connection with all *Computer Breakdowns* occurring during the *Period of Insurance*;
  - iv. the *Insurer* shall not indemnify the *Insured* in respect of loss of or *Damage* to *Software*;
  - v. the *Insurer* shall not indemnify the *Insured* in respect of costs more specifically insured under the Increased Cost of Working cover detailed below.

- b) Increased Cost of Working

The *Insurer* shall indemnify the *Insured* for reasonable costs, necessarily incurred by the *Insured*, in minimising or preventing the resulting interruption or interference to the computer operations of the *Insured* following a *Computer Breakdown* to which this Extension applies, provided that the maximum amount that will be paid by the *Insurer* for such costs shall not exceed GBP25,000 in the aggregate



in connection with all *Computer Breakdowns* occurring during the *Period of Insurance*.

c) Business Interruption

The *Insurer* shall indemnify the *Insured* against *Consequential Loss* following a *Computer Breakdown* to which this Extension applies and for which indemnity would have been provided by this Policy but for Exception 3 of Section 2 (Business Interruption All Risks), provided that:

- i. Section 2 is otherwise operative;
- ii. the *Insurer* shall not indemnify the *Insured* under this Extension in respect of Increased Cost of Working, except to the extent provided for by means of paragraph b) above;
- iii. the maximum amount that will be paid by the *Insurer* for such loss shall not exceed GBP50,000 in the aggregate in respect of all *Computer Breakdowns* occurring during the *Period of Insurance*.

d) Expediting Expenses

The *Insurer* shall indemnify the *Insured* for the reasonable extra cost of making temporary repairs, and expediting permanent repairs or replacement, in respect of a *Computer Breakdown* to which this Extension applies, provided that the maximum amount that will be paid by the *Insurer* for such costs shall not exceed GBP10,000 in the aggregate in connection with all *Computer Breakdowns* occurring during the *Period of Insurance*.

e) Hire of Substitute Item

The *Insurer* shall indemnify the *Insured* for the reasonable cost of hire charges, necessarily incurred by the *Insured* in consequence of a *Computer Breakdown* to which this Extension applies, for substitute *Computer Equipment* of similar type and capacity, whilst repair work is undertaken, or until permanent replacement of the equipment lost or damaged takes place. The maximum amount that will be paid by the *Insurer* for such hire costs shall not exceed GBP5,000 in the aggregate in connection with all *Computer Breakdowns* occurring during the *Period of Insurance*.

f) Loss Avoidance Measures

The *Insurer* shall indemnify the *Insured* for reasonable costs, necessarily incurred by the *Insured*, to take exceptional measures to prevent or mitigate impending *Damage* to *Computer Equipment* as a result of a *Computer Breakdown* to which this Extension applies, provided that:

- i. *Damage* would reasonably be expected if such measures were not implemented;
- ii. the *Insurer* is satisfied that *Damage* has been avoided or mitigated by means of the exceptional measures;
- iii. the amount payable will be limited to the cost of *Damage* which would have otherwise

occurred;

- iv. if *Damage* had occurred it would have resulted in a claim that would have been accepted by the *Insurer* under this Section of the Policy;
- v. the maximum amount that will be paid by the *Insurer* for such costs shall not exceed GBP5,000 in the aggregate in respect of all *Computer Breakdowns* occurring during the *Period of Insurance*.

### Additional Excepted Causes

#### Computer Breakdown Extension

The *Insurer* shall not indemnify the *Insured* against:

- a) the amount of the *Excess* specified in the *Schedule*, which shall either be the *Excess* applicable under Section 1 (Property Damage All Risks) or Section 2 (Business Interruption All Risks) as appropriate, or GBP500 whichever is the greater;
- b) *Damage* recoverable, or which would be recoverable but for breach of the *Insured's* obligations, under any maintenance agreement, warranty or guarantee or the *Insured's* failure to ensure that insured items are properly maintained and used in accordance with manufacturers' recommendations;
- c) *Damage* arising from any *Virus* or *Similar Mechanism*, or any loss of data (other than as specifically provided for under the heading of Reinstatement of Data earlier or from another cause arising within *Data Media*);
- d) *Consequential Loss* arising from any delay in resuming operations due to the need to reconstruct, or re-input data or programmes on *Data Media*, where the *Insured* has not maintained a minimum of two generations of verified back-up *Computer Records*, taken at intervals no less frequently than forty-eight hours, one copy as a minimum being held off site;
- e) *Damage* arising from:
  - i. programming errors or design defects in *Software*; or
  - ii. from the use of *Software* on which development has not been finalised, or that has not passed all testing procedures and has not been successfully proven;
- f) *Damage* arising from *Computer Breakdown* in respect of any *Computer Equipment* that is prototype, experimental or untried;
- g) *Damage* arising out of depletion, corrosion, erosion, wear and tear, or other gradually developing conditions, scratching, denting, rust and oxidation, damp and mildew, but this exclusion shall not apply to resultant *Damage* not otherwise excluded;
- h) *Damage* arising from the wilful act or wilful neglect of the *Insured* or failure to comply with any statute or order;
- i) *Damage* arising from the failure of the *Insured* to comply with the manufacturers' recommendations for the storage of *Computer Records*, *Software* and *Data Media*;



- j) the value to the *Insured* of data stored on the *Computer Equipment*;
- k) *Damage* arising from the failure or fluctuation of the electricity supply directly or indirectly caused by:
  - i. a deliberate act not performed for the sole purpose of safeguarding life or protecting any part of the supply system; or
  - ii. a scheme of rationing not necessitated by accidental *Damage* to the generating or supply distribution equipment; or
  - iii. the inability of the supplier to maintain the supply system as a result of industrial action;
- l) *Damage* arising as a result of the failure of any telecommunications system directly or indirectly caused by the:
  - i. use of equipment by the *Insured* that is not approved by the telecommunications supplier; or
  - ii. deliberate act of any telecommunications supplier in withholding or restricting the operation of the telecommunications system, or the inability of the supplier to maintain the telecommunications system as a result of industrial action;
- m) *Professional Fees* or other fees incurred in making a claim;
- n) *Damage* arising as a result of the cleaning, servicing or repair of the *Computer Equipment*;
- o) *Consequential Loss* except as expressly provided for by this Extension.

## 2. Day One Basis (Non Adjustable)

This Special Extension applies to Item 1) (*Building(s)*) and Item 2) (*Contents*) unless otherwise stated in the *Schedule*.

- a) The *Premium* for each Item to which this Special Extension applies has been calculated according to the Declared Value provided by the *Insured*.

Declared Value shall mean the *Insured's* assessment of the cost of Reinstatement of each Item of the Property Insured, arrived at in accordance with paragraph a) of the definition of Reinstatement appearing in Section Clause 4 (Replacement or Reinstatement) at the level of cost applying at the inception of the *Period of Insurance* (ignoring inflationary factors which may operate subsequently) including, where insured by this Section, an allowance for:

- i. the additional cost of Reinstatement to comply with European and Public Authority requirements (see Section Extension 17);
- ii. *Professional Fees*;
- iii. *Debris Removal*.
- b) At the inception of the *Period of Insurance*, the *Insured* shall notify the *Insurer* of the Declared Value of the Property Insured for each Item. In the absence of such declaration, the last amount declared by the *Insured* to the *Insurer*, in respect

of the preceding period, shall be taken as the Declared Value for the current period.

- c) Special Provisions d) and e) of Section Clause 4 (Replacement or Reinstatement) shall not apply to this Special Extension.
- d) If, upon the occurrence of *Damage*, the Declared Value of the Property Insured by an Item is less than what the cost of Reinstatement would have been at the inception of the *Period of Insurance* (arrived at as described in paragraph a) above), then the amount to be paid by the *Insurer* shall be limited to that proportion which the Declared Value bears to the cost of Reinstatement.
- e) The terms, limits, conditions and exceptions of Sections 1 to 10 shall apply in full to:
  - i. any claim payable in respect of Reinstatement, other than where expressly varied by this Special Extension and by Section Clause 4;
  - ii. any claim which is to be payable as if this Special Extension and Section Clause 4 had not been incorporated into the Policy, except that the *Sums Insured* shall be limited to 115% of the Declared Value.
- f) The provisions of Section Extension 4 (Capital Additions, Alterations and Improvements) shall not be subject to this Special Extension.

## 3. Subsidence Extension

The indemnity provided by this Section shall, regardless of Excepted Cause 6 a) extend to apply to *Damage* caused by subsidence, landslip or ground heave of any part of the site on which the Property Insured stands, provided that:

- a) the *Insurer* shall not indemnify the *Insured* against *Damage*:
  - i. caused by coastal or river erosion;
  - ii. caused by defective design or workmanship, or the use of defective materials, including inadequate construction of foundations;
  - iii. caused by settlement or movement of made up ground;
  - iv. to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured by this Section and a *Building(s)* covered by this Section also sustains *Damage* from the same cause at the same time;
  - v. which originated prior to the inception of this cover;
  - vi. resulting from demolition, construction, or the structural repair or alteration of any *Building*, or the undertaking of groundwork or excavation, at the *Premises* where *Damage* insured by this Special Extension has occurred;
- b) the *Insured* shall notify the *Insurer* immediately they become aware of any demolition, groundwork, excavation or construction being carried out on any adjoining site and that the *Insurer* shall then have the right to vary the terms, or cancel the cover provided by this Special Extension.



The General Policy Definition of *Defined Peril* shall extend to include subsidence, landslip and ground heave of any part of the site on which the Property Insured stands.

## SECTION 2 - BUSINESS INTERRUPTION ALL RISKS

### THE COVER

The *Insurer* will indemnify the *Insured* against *Consequential Loss* arising from an *Incident* occurring during the *Period of Insurance*.

#### Material Damage Insurance Provision

The indemnity provided by this Section shall only apply if, at the time the *Incident* occurs, there is an insurance in force which covers the interest of the *Insured* in the *Building(s)* or *Property* at the *Premises* against *Damage* and in respect of which:

- a) payment shall have been made, or liability admitted for payment by such insurance; or
- b) payment would have been made, or liability admitted for payment by such insurance, but for an exclusion of liability for losses below a specified amount.

#### Auditor's Fees

The *Insurer* will also indemnify the *Insured* in respect of *Auditor's Fees* incurred by the *Insured* in respect of a claim.

#### Limit of Liability

The liability of the *Insurer* during the *Period of Insurance* (inclusive of *Auditor's Fees*) shall not exceed the *Sum Insured* in respect of each individual Item, subject to any other limit stated herein or in the *Schedule*.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

#### Item A Gross Profit

The insurance under this Item is limited to loss of *Gross Profit* due to:

1. reduction in *Turnover*; and
2. Increase in Cost of Working.

The amount payable by the *Insurer* as indemnity in respect of this Item shall be:

- a) in respect of reduction in *Turnover*, the sum produced by applying the *Rate of Gross Profit* to the amount by which the *Turnover* during the *Indemnity Period* shall, in consequence of the *Incident*, fall short of the *Standard Turnover*; and
- b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction in *Turnover* which, but for

that expenditure, would have taken place during the *Indemnity Period* in consequence of the *Incident*, but not exceeding the sum produced by applying the *Rate of Gross Profit* to the amount of the reduction avoided

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

#### Special Condition to Item A – Underinsurance

If the *Sum Insured* under this Item is less than the sum produced by applying the *Rate of Gross Profit* to the *Annual Turnover* (or proportionate to a multiple thereof where the *Indemnity Period* exceeds twelve months), the amount payable by the *Insurer* shall be proportionately reduced.

#### Special Provisions to Item A

1. The *Rate of Gross Profit*, *Standard Turnover* and *Annual Turnover* are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in, or other circumstances affecting the *Business* (either before or after the date of the *Incident*), or which would have affected the *Business* had the *Incident* not occurred, so that the figures adjusted shall represent as nearly as reasonably practicable the results which, but for the *Incident*, would have been obtained during the relative period after the date of the *Incident*.
2. If any standing charges of the *Business* are not insured by this Section (having been deducted in arriving at the *Gross Profit*) then, in computing the amount recoverable as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the *Gross Profit* bears to the sum of the *Gross Profit* and the *Uninsured Working Expenses*.
3. The *Premium* paid for Item A may be adjusted on receipt, by the *Insurer*, of a declaration of *Gross Profit* earned during the financial year most nearly concurrent with the *Period of Insurance*, as reported by the *Insured's* auditors. If any *Incident* shall have occurred giving rise to a claim for loss of *Gross Profit*, such declaration shall be increased, for the purposes of *Premium* adjustment, by the amount which the *Gross Profit* was reduced during the financial year solely in consequence of the *Incident*.
4. If the declaration (adjusted as above and proportionately increased where the *Indemnity Period* exceeds twelve months) is less than the *Gross Profit Sum Insured* for the relative *Period of Insurance*, the *Insurer* will allow a pro rata return *Premium* not exceeding 25% of the *Premium* paid.

#### Item B Revenue

The insurance under this Item is limited to:

1. Loss of *Revenue*; and
2. Increase in Cost of Working.

The amount payable by the *Insurer* as indemnity in respect



of this Item shall be:

- a) in respect of Loss of Revenue, the amount by which the Revenue during the Indemnity Period shall, in consequence of the Incident, fall short of the Standard Revenue; and
- b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the reduction in Revenue which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the amount of the reduction in Revenue avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business as may cease or be reduced in consequence of the Incident.

#### Special Condition to Item B – Underinsurance

If the Sum Insured under this Item is less than the Annual Revenue (or proportionate to a multiple thereof where the Indemnity Period exceeds twelve months), the amount payable by the Insurer shall be proportionately reduced.

#### Special Provisions to Item B

1. Annual Revenue and Standard Revenue are subject to such adjustments as may be necessary to provide for the trend of the Business and for variations in, or other circumstances affecting the Business (either before or after the date of the Incident), or which would have affected the Business had the Incident not occurred, so that the figures adjusted shall represent as nearly as may be reasonably practicable the results which, but for the Incident, would have been obtained during the relative period after the date of the Incident.
2. The Premium paid for Item B may be adjusted on receipt, by the Insurer, of a declaration of Revenue earned during the financial year most nearly concurrent with the Period of Insurance, as reported by the Insured's auditors. If any Incident shall have occurred giving rise to a claim for loss of Revenue, such declaration shall be increased, for the purposes of Premium adjustment, by the amount by which the Revenue was reduced during the financial year solely in consequence of the Incident.
3. If the declaration (adjusted as above and proportionately increased where the Indemnity Period exceeds twelve months) is less than the Revenue Sum Insured for the relative Period of Insurance, the Insurer will allow a pro rata return Premium not exceeding 25% of the Premium paid.

#### Item C Additional Expenditure

The insurance under this Item is limited to the additional expenditure necessarily and reasonably incurred by the Insured, with the prior consent of the Insurer, in order to prevent or minimise the interruption of, or interference with the Business during the Indemnity Period in consequence of the Incident (including the cost of removal to and from temporary premises and expenses incidental thereto, increase in rents, rates and taxes, salaries of additional staff

and overtime payments), but only in so far as such additional expenditure is not recoverable under any other Item of this Policy.

#### Item D Book Debts

The insurance under this Item is limited to loss resulting from the Insured's inability to trace or establish Outstanding Debit Balances following Damage to the Insured's books of account, or other Business books or records, at the Premises.

The amount payable by the Insurer as indemnity for any one Occurrence in respect of this Item shall be:

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof; and
2. the additional expenditure necessarily and reasonably incurred, with the prior consent of the Insurer, for the sole purpose of tracing and establishing customers' debit balances after Damage

provided that, if the Sum Insured under this Item is less than the Outstanding Debit Balances, the amount payable shall be proportionately reduced.

The Insurer shall not indemnify the Insured for any loss or expenditure:

1. arising from bad debts or erasure, distortion or corruption, or deliberate falsification of Business records;
2. in the event the Insured fails to maintain an up-to-date monthly record of all Outstanding Debit Balances and fails to keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use or to keep a duplicate record in a building separate from that in which the working record is kept.

#### Item E Loss of Rent Receivable

The insurance under this Item is limited to:

1. Loss of Rent Receivable; and
2. Increase in Cost of Working.

The amount payable by the Insurer as indemnity in respect of this Item shall be:

- a) in respect of Loss of Rent Receivable, the amount by which the Rent Receivable during the Indemnity Period shall, in consequence of the Incident, fall short of the Standard Rent Receivable; and
- b) in respect of Increase in Cost of Working, the additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Incident, but not exceeding the amount of the reduction in Rent Receivable avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business, payable out of Rent Receivable, as may cease or be reduced in consequence of the Incident.



### Special Condition to Item E – Underinsurance

If the *Sum Insured* under this Item is less than the *Annual Rent Receivable* (or proportionate to a multiple thereof where the *Indemnity Period* exceeds twelve months), the amount payable by the *Insurer* shall be proportionately reduced.

### Special Provisions to Item E

1. The *Premium* paid for Item E may be adjusted on receipt, by the *Insurer*, of a declaration of *Rent Receivable* earned during the financial year most nearly concurrent with the *Period of Insurance*, as reported by the *Insured's* auditors. If any *Incident* shall have occurred giving rise to a claim for Loss of *Rent Receivable*, such declaration shall be increased, for the purpose of *Premium* adjustment, by the amount which the *Rent Receivable* was reduced during the financial year solely in consequence of the *Incident*.
2. If the declaration (adjusted as provided for above and proportionately increased where the *Indemnity Period* exceeds twelve months) is less than the *Rent Receivable Sum Insured* for the relative *Period of Insurance*, the *Insurer* will allow a pro rata return *Premium* not exceeding 25% of the *Premium* paid.

## SECTION 2 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against *Consequential Loss*:

1. arising from an *Incident* caused directly by or consisting of:
  - a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, or the *Building's* or property's own faulty or defective design or materials;
  - b) faulty or defective workmanship, or operational error or omission, on the part of the *Insured* or any of their *Employees*;
  - c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;
  - d) explosion occasioned by the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the *Insured*;but this shall not exclude *Consequential Loss* arising from a subsequent *Incident* which itself results from a cause not otherwise excluded;
2. arising from an *Incident* caused directly by or consisting of:
  - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, marring, scratching, dust, chemical action or reaction, pets, vermin or insects;
  - b) change in temperature, colour, flavour, texture or

finish;

- c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping;
- d) a deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services;

but this shall not exclude:

- i. such *Consequential Loss* arising from an *Incident* which itself results from a *Defined Peril*, or from any other accidental loss or *Damage* not otherwise excluded;
- ii. *Consequential Loss* arising from a subsequent *Incident* which itself results from a cause not otherwise excluded;

3. arising from an *Incident* caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates;

but this shall not exclude:

- a) *Consequential Loss* arising from *Damage* to surrounding property, not forming part of the same machine, apparatus or equipment;
- b) such *Consequential Loss* arising from an *Incident* which itself results from a *Defined Peril*, or from any other accidental loss or *Damage* not otherwise excluded;
- c) *Consequential Loss* arising from a subsequent *Incident* which itself results from a cause not otherwise excluded;

4. arising from an *Incident* caused directly by theft or attempted theft unless:

- a) involving forcible and violent entry to or exit from *Building(s)* at the *Premises*;
- b) involving *Assault* or violence, or threat of *Assault* or violence, to the *Insured*, or any partner, director or *Employee* of the *Insured*, or to members of their families, or any other person lawfully on the *Premises*;

5. arising from an *Incident* caused directly by or consisting of:

- a) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- b) normal settlement or bedding down of new structures;

6. arising from an *Incident* caused directly by or consisting of:

- a) an act of fraud or dishonesty by the *Insured* or any partner, director or *Employee* of the *Insured*, or by members of their families or any other person to whom *Property* has been entrusted;



- b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - c) erasure, loss, distortion or corruption of information on computer systems or other records, programmes or *Software*:
    - i. caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances or civil commotion, or by malicious persons; or
    - ii. other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or *Software*, unless resulting from a *Defined Peril* not otherwise excluded;
7. arising from *Damage* to buildings or structures caused directly by their own collapse or cracking, unless resulting from a *Defined Peril* not otherwise excluded;
  8. arising from *Damage* to moveable *Property* in the open, or in open sided buildings or contained in *Outbuildings*, or to fences and gates caused directly by:
    - a) theft or attempted theft;
    - b) wind, rain, hail, sleet, snow, flood or dust;
  9. arising from *Damage* caused directly by fire resulting from *Property* undergoing any process involving the application of heat;
  10. arising from *Damage* (other than by fire) to *Property* resulting from it undergoing any process of:
    - a) production;
    - b) packing, treatment, testing, cleaning, commissioning, servicing, repair or any other process;

but this shall not exclude *Consequential Loss* arising from *Damage* to surrounding *Property* not forming part of:

    - i. the machinery performing such process;
    - ii. the same process of production;
    - iii. the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process;
  11. arising from an *Incident* caused directly by or consisting of the solidification of molten material, unless resulting from a *Defined Peril* not otherwise excluded;
  12. arising from an *Incident* in respect of any *Unoccupied Building(s)*:
    - a) caused directly by escape of water from any tank, apparatus or pipe;
    - b) caused directly (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation;
  13. arising from an *Incident* caused directly by, or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property;

14. arising from *Damage* attributable solely to change in the water table level;
15. arising from *Damage* to:
  - a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
  - b) *Glass* or *Sanitary Fittings*;
  - c) other glass or glassware, china, earthenware, marble, statuary or other fragile or brittle objects;

unless resulting from a *Defined Peril* not otherwise excluded;
16. arising from *Damage* to *Computer Equipment* unless resulting from a *Defined Peril*, or theft or attempted theft, not otherwise excluded;
17. arising from *Damage* to property or structures in course of construction or erection or to materials or supplies in connection therewith;
18. arising from *Damage* to:
  - a) land, roads, pavements, piers, jetties, bridges, culverts or excavations;
  - b) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - c) livestock, growing crops or trees.

## SECTION 2 CLAUSES

1. **Value Added Tax**  
To the extent that the *Insured* is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.
2. **Current Cost Accounting Adjustments**  
For the purpose of any Definitions applicable to this Section, any adjustment implemented in current cost accounting shall be disregarded.
3. **Financial Terminology**  
The undefined words in this Section shall, in regard to financial matters, have the meaning usually attached to them in the *Insured's* books and accounts.

## SECTION 2 CONDITIONS

1. **Accumulated Stock**  
In adjusting any loss, account shall be taken, and an equitable allowance made, if any reduction in *Turnover* due to the *Incident* is postponed by reason of the *Turnover* being temporarily maintained from accumulated stocks of finished goods.
2. **Alternative Trading**  
If, during the *Indemnity Period*, goods shall be sold or





services rendered elsewhere than at the *Premises* for the benefit of the *Business*, either by or on behalf of the *Insured*, the *Money* paid or payable in respect of such sales or services shall be brought into account in arriving at the *Turnover* during the *Indemnity Period*.

### 3. Departmental Clause

If the *Business* is conducted in departments, the independent results of which are ascertainable, the cover in respect of reduction in *Turnover*, loss of *Revenue* and loss of *Rent Receivable* (including Increase in Cost of Working) shall apply separately to each department affected by the *Incident*.

If the *Sum Insured* for the Item concerned is less than the aggregate of the sums produced for each department of the *Business* (whether affected by the *Incident* or not):

- a) by applying the *Rate of Gross Profit* to the *Annual Turnover*; or
- b) in respect of *Annual Turnover*; or
- c) in respect of *Annual Rent Receivable*

whichever is the more appropriate for the Item, the amount payable by the *Insurer* shall be proportionately reduced.

### 4. Due Diligence

In the event of an *Incident* that may give rise to a claim under this Section, the *Insured* shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the *Business*.

### 5. First Twelve Months Trading

In the event of a claim arising from an *Incident* occurring before the completion of the first twelve months trading of the *Business* at the *Premises*, any terms in the Definitions referring to *Turnover* or *Revenue* during a prior period of twelve months shall be adjusted so as to apply to the *Turnover*, or *Revenue* during the period from commencement of the *Business* to the date of the *Incident*.

### 6. Payments on Account

Payments on account shall be made by the *Insurer* to the *Insured* during the *Indemnity Period* if required.

### 7. Salvage Sale

If, following an *Incident* giving rise to a claim under this Section, the *Insured* shall hold a salvage sale during the *Indemnity Period*, Paragraph 1 of Item A (*Gross Profit*) shall, for the purpose of such claim, be amended to read as follows:

“in respect of reduction in *Turnover*, the sum produced by applying the *Rate of Gross Profit* to the amount by which the *Turnover* during the *Indemnity Period* (less the *Turnover* for the period of the salvage sale) shall, in consequence of the *Incident*, fall short

of the *Standard Turnover*, from which sum shall be deducted the *Gross Profit* actually earned during the period of the salvage sale”.

## SECTION 2 EXTENSIONS

Unless otherwise stated in the *Schedule* (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and of this Section and all other Sections excluding Section 11, except where specifically varied by the terms of the Section Extension.

### Applicable to Items A and B only

#### 1. Declaration Linked

- a) The limit of liability is replaced by the following:

The liability of the *Insurer* during the *Period of Insurance* (inclusive of *Auditor's Fees*) shall not exceed:

- i. in respect of Item A (*Gross Profit*) or Item B (*Revenue*), 133  $\frac{1}{3}$  % of the *Estimated Gross Profit* or *Estimated Revenue* shown in the *Schedule*, and
  - ii. 100% of the *Sum Insured* in respect of each other Item insured.
- b) The Special Condition relating to Underinsurance is deleted in respect of Items A and B.
  - c) Extension 8 (Reinstatement of Limit) shall apply to this Extension, however the liability of the *Insurer* in respect of any one *Incident*, as expressed in that Extension, is amended such that it shall not exceed the sums expressed in paragraph a) above.
  - d) The *Premium* in respect of Item A or Item B is provisional and based upon the *Estimated Gross Profit* or the *Estimated Revenue* respectively. The *Insured* shall provide the *Insurer*, not later than six months after the expiry of the *Period of Insurance*, a declaration affirmed by the *Insured's* auditors of the actual *Gross Profit* or *Revenue* earned during the financial year most nearly concurrent with the *Period of Insurance*.

If any *Incident* shall have occurred giving rise to a claim for loss of *Gross Profit*, or loss of *Revenue*, then the *Insured's* declaration shall be increased, for the purposes of *Premium* adjustment, by the amount by which the *Gross Profit* or *Revenue* was reduced during the financial year solely in consequence of the *Incident*.

If the declaration (adjusted as provided for above and proportionately increased where the maximum *Indemnity Period* exceeds twelve months):

- i. is less than the *Estimated Gross Profit*, or *Estimated Revenue* where appropriate, for the relative *Period of Insurance*, the *Insurer* shall



allow a pro rata return of the *Premium* paid in respect of Item A or Item B, but not exceeding 25% of such *Premium*;

- ii. is greater than the *Estimated Gross Profit*, or *Estimated Revenue* where appropriate, for the relative *Period of Insurance*, the *Insured* shall pay a pro rata addition to the *Premium* paid in respect of Item A or Item B.
- e) The *Insured* shall, prior to renewal of this insurance, furnish the *Insurer* with the *Estimated Gross Profit*, or the *Estimated Revenue* where appropriate, for the financial year most nearly concurrent with the next *Period of Insurance*.

## 2. Denial of Access

The indemnity provided by this Section shall extend to apply to *Consequential Loss* arising from accidental *Damage* to any property, within 250 metres of the *Premises*, which prevents or hinders the use of, or access to the *Premises* (regardless of whether the Property Insured at the *Premises* suffers *Damage*). The maximum amount that will be paid by the *Insurer* under this Special Extension shall not exceed GBP100,000 unless otherwise stated in the *Schedule*.

## 3. Disease, Infestation and Defective Sanitation

The indemnity provided by this Section shall extend to apply to *Consequential Loss* arising from the occurrence at the *Premises* of:

- a) murder, suicide, or food or drink poisoning;
- b) a notifiable human, infectious or contagious disease (other than Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) that is required by law to be reported to government authorities;
- c) vermin or pests;
- d) an accident causing a defect in the drains or sanitary apparatus;

which results in closure or causes restrictions on the use of the *Premises* by order of any person or authority holding the appropriate statutory power.

The maximum amount that will be paid by the *Insurer* under this Special Extension shall not exceed 10% of the total *Sum Insured* under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the *Schedule*.

## 4. Property Stored

The indemnity provided by Items A (*Gross Profit*), B (*Revenue*) and C (Additional Expenditure) shall extend to apply to *Consequential Loss* arising from accidental *Damage* to any of the *Insured's Property* whilst stored anywhere in the *Territorial Limits*, other than at any *Premises* in the occupation of the *Insured*.

The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the total *Sum Insured* under this Section, or GBP100,000

whichever is the lesser, unless otherwise stated in the *Schedule*.

## 5. Public Utilities – Providers' Premises

The indemnity provided by this Section shall extend to apply to *Consequential Loss* arising from accidental *Damage to Property* at the premises of the following public utilities, occurring within the *Territorial Limits*, from which the *Insured* obtains supplies or services:

- a) any generating station, or sub-station of the public electricity supply undertaking from which the *Insured* obtains electricity;
- b) any land-based premises of the public gas supply undertaking, or of any natural gas producer linked directly with such undertaking, from which the *Insured* obtains gas;
- c) any water works, or pumping station of the public water supply undertaking from which the *Insured* obtains water;
- d) any land-based telecommunication services to the *Premises*.

The indemnity under this Extension is granted provided that:

- i. the *Insurer* shall not indemnify the *Insured* against *Consequential Loss* arising from a partial or total failure occasioned by a strike or any other kind of industrial action;
- ii. the maximum amount that will be paid by the *Insurer* under this Special Extension shall not exceed 10% of the total *Sum Insured* under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the *Schedule*.

## 6. Unspecified Customers

The indemnity provided by this Section shall extend to apply to *Consequential Loss* arising from accidental *Damage to Property*, occurring within the *Territorial Limits*, at the premises of any of the *Insured's* customers.

The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the total *Sum Insured* under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the *Schedule*.

## 7. Unspecified Suppliers

The indemnity provided by this Section shall extend to apply to *Consequential Loss* arising from accidental *Damage to Property* occurring, within the *Territorial Limits*, at the premises of any of the *Insured's* suppliers, manufacturers, or processors of components, goods or materials provided that:

- a) this Special Extension shall not apply to *Property* at the premises or facilities of any supply undertaking from which the *Insured* obtains electricity, gas, water or telecommunication services;
- b) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed



10% of the total *Sum Insured* under this Section, or GBP100,000 whichever is the lesser, unless otherwise stated in the *Schedule*.

#### Applicable to all Items

#### 8. Reinstatement of Limit

In consideration of the liability of the *Insurer* for any Item not being reduced by the amount of a *Consequential Loss*, the *Insured* undertakes to pay the appropriate additional *Premium* on the amount of the loss from the date of the *Incident* to the expiry of the *Period of Insurance*. The liability of the *Insurer* in respect any one *Incident* shall not exceed, in respect of each Item, the *Sum Insured* for that Item.

## SECTION 2 SPECIAL EXTENSION

#### Subsidence

If Section 1 of this Policy is operative and by virtue of the full terms of Special Extension 3 to that Section cover in respect of subsidence has been included, then Exception 5) a) of this Section shall not apply.

## SECTION 3 - BUSINESS EQUIPMENT ALL RISKS

### THE COVER

The *Insurer* will indemnify the *Insured* against accidental *Damage*, occurring during the *Period of Insurance* and within the Geographical Limits specified in the *Schedule*, to Business Equipment as set forth in the *Schedule* belonging to the *Insured*, or for which the *Insured* is legally responsible.

#### Limit of Liability

The liability of the *Insurer* during the *Period of Insurance* shall not exceed the limit in respect of each Item or any other limit as stated in the *Schedule*.

#### Basis of Settlement

The amount payable shall be the cost of repair, Reinstatement or replacement of the Business Equipment as new, without deduction for wear and tear, to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

No payment will be made by the *Insurer* however until repair, Reinstatement or replacement has been effected.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

## SECTION 3 EXCEPTIONS

#### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against:

1. *Damage* caused directly by or consisting of:
  - a) inherent vice, latent defect, gradual deterioration, wear and tear, or the Business Equipment's own faulty or defective design or materials;
  - b) faulty or defective workmanship, or operational error or omission, on the part of the *Insured* or any of their *Employee(s)*;

but this shall not exclude subsequent *Damage* which itself results from a cause not being an Excepted Cause or otherwise excluded;

2. *Damage* caused directly by or consisting of:
  - a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, frost, marring, scratching, dust, chemical action or reaction, pests, vermin or insects;
  - b) change in temperature, colour, flavour, texture or finish;
  - c) mechanical or electrical breakdown, derangement



or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates;

but this shall not exclude:

- i. such *Damage* which results from a *Defined Peril*, or from any other cause not being an *Excepted Cause* or otherwise excluded;
  - ii. subsequent *Damage* which itself results from a cause not being an *Excepted Cause* or otherwise excluded;
3. *Damage* caused directly by or consisting of:
    - a) an act of fraud or dishonesty by the *Insured*, or any partner, director or *Employee* of the *Insured*, or by members of their families or any other person to whom the Business Equipment has been entrusted;
    - b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
    - c) any process of fitting, testing, servicing, repair, renovation or adjustment;
  4. *Damage* to Business Equipment left in *Unattended* vehicles unless:
    - a) all windows and doors are closed;
    - b) all locks and other security devices are in actual and complete operation;
    - c) the keys are removed from the vehicle;
  5. *Damage* to Business Equipment left in *Unattended* vehicles left loaded *Overnight* unless left in a locked building, or in a locked or continuously supervised, public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or *Damage* did not occur *Overnight* shall be upon the *Insured*.

#### Excepted Property

The *Insurer* shall not indemnify the *Insured* against:

1. *Damage* to any Business Equipment in the open caused directly by wind, rain, hail, sleet, snow, or flood;
2. *Damage* to Business Equipment whilst it is operational, being worked upon, or undergoing maintenance, repair, restoration or testing;
3. *Computer Records* or *Software*;
4. any amount exceeding GBP5,000 in respect of any one item of Business Equipment whilst away from the *Premises*, unless such item is individually specified in the *Schedule*.

## SECTION 4 – MONEY & PERSONAL ACCIDENT ASSAULT

### SECTION 4 - PART A MONEY

#### THE COVER

The *Insurer* will indemnify the *Insured* against accidental loss, occurring during the *Period of Insurance*, of:

1. current coinage and other negotiable instruments (as listed in paragraph a) of the General Definition of *Money*) whilst in:
  - a) the *Premises* during *Business Hours*;
  - b) *Transit* within the *Territorial Limits* or in any bank night safe;
  - c) a locked safe (the details of which have been notified to and agreed by the *Insurer*) at the *Premises* outside *Business Hours*, provided that the keys or any record of the safe combination are removed from the *Premises* and held in the personal custody of an authorised *Insured Person*;
  - d) the *Premises* outside *Business Hours* and not in a locked safe;
  - e) the personal custody of the *Insured*, or an authorised *Insured Person*, in their private residence, or in *Transit* between such residence and the *Premises*;
2. crossed cheques and other non-negotiable instruments (as listed in paragraph 2) of the General Definition of *Money*) whilst within the *Territorial Limits*.

#### Limit of Liability

The liability of the *Insurer* shall not exceed the limits stated in the *Schedule* or any other limit as stated herein.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

### SECTION 4 PART A EXCEPTIONS

The *Insurer* shall not indemnify the *Insured* against any loss of *Money*:

1. caused by fraud or dishonesty of any *Insured Person*, or member of their family or household, unless discovered and reported to the Police and the *Insurer* in writing within fourteen days of discovery of the loss;
2. due to shortages from accounting, or mysterious or unexplained disappearances, or other error or omission, depreciation in value, counterfeit *Money* or dishonoured cheques;
3. from an *Unattended* vehicle;



4. from the *Premises* outside of *Business Hours*, unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which *Money* was taken, were removed from the *Premises* at the time of loss;
5. from any machine operated by coins, bank notes or credit cards;
6. whilst in the custody of a specialist independent security company, unless:
  - a) the *Insured* have provided the *Insurer* with a copy of the agreement with the security company and the *Insurer* have, in writing, confirmed that cover shall apply to *Money* carried by such company;
  - b) the written agreement of the *Insurer* has been obtained should any subsequent changes be made to such agreement;
  - c) the *Insured* have complied with the terms of such agreement;
7. from any till or cash register on the *Premises* left in such till or cash register outside *Business Hours*;
8. in *Transit*:
  - a) of a value between GBP2,501 and GBP5,000 unless accompanied by two able bodied adults;
  - b) of a value between GBP5,001 and GBP10,000 unless accompanied by three able bodied adults;
  - c) of a value in excess of GBP10,000 unless carried by an independent specialist security company;
9. where the *Insured* is unable to provide a complete record of all *Money* held by the *Insured*;
10. due to the loss of any credit card unless the *Insured*, upon becoming aware of the loss of the credit card, immediately notifies the card-issuing organisation.

## SECTION 4 PART A EXTENSIONS

Unless otherwise stated in the *Schedule* (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11 except where specifically varied by the terms of the Section Extension:

1. **Damage to Safes, Strongrooms, Cash Registers Etc.**  
The *Insurer* will indemnify the *Insured* against *Damage* to safes, strongrooms, tills, cash registers, franking machines and special *Money*-carrying cases occurring during the *Period of Insurance* and resulting from the theft or attempted theft of *Money*.
2. **Fraudulent Use of Credit Cards**  
The *Insurer* will indemnify the *Insured* against loss arising from the fraudulent use, during the *Period of*

*Insurance*, by any unauthorised person, other than an *Employee* of the *Insured*, of any credit card issued to the *Insured* for use in the *Insured's Business*. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP1,000 in respect of any one *Occurrence* and GBP5,000 in the aggregate during the *Period of Insurance*.

## SECTION 4 - PART B PERSONAL ACCIDENT ASSAULT

### THE COVER

The *Insurer* shall pay *Compensation* in the event of any *Insured Person* sustaining accidental *Bodily Injury* as the direct result of *Assault* occurring in the course of their duties in the *Business*, during the *Period of Insurance*, within the *Territorial Limits*.

### Compensation Payable

The amount of *Compensation* payable per person by the *Insurer* shall be:

1. Death – the Capital Sum amount stated in the *Schedule*;
2. *Permanent Total Disablement* - the Capital Sum amount stated in the *Schedule*;
3. *Loss of Limb(s)* or *Loss of Sight* - the Capital Sum amount stated in the *Schedule* (the Capital Sum will be the maximum amount paid per person regardless of the number of limbs or eyes lost);
4. *Temporary Total Disablement* – the weekly amount stated in the *Schedule* payable for a maximum of 104 weeks, not necessarily consecutive, from the date of the injury.

## SECTION 4 PART B EXCEPTIONS

The *Insurer* shall not make any payment:

1. in respect of any person under 16 or over 65 years of age at the commencement of the *Period of Insurance*;
2. in respect of death, *Bodily Injury*, disablement or medical expenses resulting from, or contributed to by any pre-existing medical condition, infirmity or disease which was known either to the *Insured*, or the *Insured Person*, at the commencement of the *Period of Insurance*;
3. in respect of *Bodily Injury* which arises directly or indirectly from, or in connection with, or is aggravated by sickness or disease, or any gradually operating cause, naturally occurring condition or degenerative process.



## SECTION 4 PART B CONDITIONS

1. *Compensation* shall not be payable for any one *Insured Person*, under more than one of the *Compensation* items 1 to 3, in connection with the same occurrence of *Bodily Injury*.
2. *Compensation* shall not be payable until the total amount of *Compensation* has been agreed by the *Insurer*. The *Insurer* may however, at their discretion and upon request by the *Insured*, pay any weekly *Compensation* due at intervals in arrears of not less than four weeks.
3. In the event of any *Bodily Injury*, the *Insured Person* must place themselves under the care of a qualified medical practitioner and act upon medical or surgical advice as soon as practicable.
4. The *Insured* shall notify the *Insurer*, within seven days of an *Assault* occurring. All certificates, evidence and information reasonably required by the *Insurer*, shall be obtained at the *Insured's* own expense.
5. The *Insured Person* shall, at the request of the *Insurer* and as often as reasonably required, submit to medical examination at the expense of the *Insurer*.
6. *Compensation* shall only be paid by the *Insurer* on production of appropriate evidence from a qualified medical practitioner and, in the event of Death of an *Insured Person*, the *Insurer* shall be entitled to have a post mortem examination performed.
7. Any weekly *Compensation* payable by the *Insurer* shall not exceed the *Insured Person's* pre-injury weekly earnings from the *Business*.
8. Total Disablement (as described under the General Policy Definition for *Temporary Total Disablement*) shall have lasted for 104 weeks and shall have been proved to the *Insurer's* satisfaction to be permanent and without expectation of recovery before the Capital Sum becomes payable in respect of *Permanent Total Disablement*.

## SECTION 4 PART B EXTENSIONS

Unless otherwise stated in the *Schedule*, the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11, except where specifically varied by the terms of the Section Extension.

### 1. Medical Expenses

The *Insurer* shall pay any medical expenses incurred by the *Insured Person*, following an *Assault* for which cover is provided by this Section, but not exceeding 15% of the *Compensation* payable.

### 2. Personal Clothing

The *Insurer* shall pay, as new, for *Damage* to clothing of the *Insured Person* as a result of an *Assault* for which cover is provided by this Section, but not exceeding GBP250 per person.

## SECTION 5 - GOODS IN TRANSIT

### THE COVER

The *Insurer* will indemnify the *Insured* against accidental *Damage*, occurring during the *Period of Insurance*, to *Insured Goods* whilst in *Transit*.

### Limit of Liability

The liability of the *Insurer* shall not exceed the limits stated in the *Schedule* or any other limit stated herein.

### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

## SECTION 5 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against *Damage* caused directly by or consisting of:

1. inherent vice, or latent vice or defect;
2. vibration, defective packing, denting, scratching or bruising, vermin or insects;
3. mechanical or electrical breakdown, derangement, defect or failure;
4. variation in temperature, or loss of refrigerant or controlled atmosphere, unless caused by collision or overturning of the conveying vehicle;
5. atmospheric or climatic conditions;
6. temporary housing of the *Insured Goods* in course of *Transit* for the purpose of storage, making-up, packing or processing;
7. delay or inadequate documentation;
8. inventory shortages or mysterious or unexplained disappearances;
9. theft or attempted theft of the *Insured Goods* from open backed, soft sided or soft topped vehicles;
10. the dishonesty of any person to whom the *Insured*



Goods have been entrusted;

11. packing which was inadequate to withstand normal handling during *Transit*;
12. loss of market, loss of profit, loss of use and *Consequential Loss* or *Damage* of any kind;
13. *Insured Goods* left in *Unattended* vehicles unless:
  - a) all windows and doors are closed;
  - b) all locks and other security devices are in actual and complete operation;
  - c) the keys are removed from the vehicle;
14. *Insured Goods* left in *Unattended* vehicles left loaded *Overnight* unless left in a locked building, or in a locked or continuously supervised, public garage or vehicle compound with locked gates. The onus of proving that the loss, destruction or *Damage* did not occur *Overnight* shall be upon the *Insured*;
15. the *Insured's* failure to provide proof of dispatch;
16. the *Insured's* failure to maintain their vehicles in a roadworthy condition.

#### Excepted Property

The *Insurer* shall not indemnify the *Insured* in respect of *Damage* to:

1. wines, spirits, perfumes or tobacco products;
2. cameras, photographic equipment, binoculars, *Computer Equipment*, or radio, television, audio, or video equipment;
3. jewellery, watches, clocks, precious metals or stones, furs or clothing;
4. *Money*, any kind of securities for *Money*, deeds or other documents;
5. antiques, works of art or rare books;
6. *Glass*, china, earthenware, marble, statuary or other items of a fragile or brittle nature, unless *Damage* arises as a direct result of fire, theft, collision or overturning of the conveying vehicle;
7. livestock, wildlife or exotic creatures;
8. dangerous goods as defined in the current standard conditions of the Road Haulage Association (including, but not limited to explosives, acids, chemicals and gases);
9. *Computer Records*;
10. *Property* temporarily removed from the *Insured's Premises* for cleaning, renovation, repair or similar purposes.

## SECTION 5 EXTENSIONS

Unless otherwise stated in the *Schedule* (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11, except where specifically varied by the terms of the Section Extension.

### 1. Removal of Debris

The *Insurer* shall pay for the necessary and reasonable costs and expenses incurred by the *Insured* in:

- a) removing or reloading the *Insured Goods*;
- b) removing debris of such *Insured Goods*;
- c) dismantling or breaking up such *Insured Goods*;

following the occurrence of an insured loss under Sections 1 to 10, provided that:

- i. the liability of the *Insurer* shall not exceed the limit stated in the *Schedule*;
- ii. the *Insurer* shall not indemnify the *Insured* for any costs or expenses in connection with seepage, *Pollution* or *Contamination* of any kind, or description, arising directly or indirectly from any cause.

### 2. Clothing and Personal Effects

The *Insurer* shall pay for *Damage* to clothing and personal effects of the driver or attendant arising from an accident to the conveying vehicle or trailer, whilst going about the *Business* of the *Insured*. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP500 any one *Occurrence*.

### 3. Containers, Tarpaulins and Ropes

The indemnity provided by this Section shall extend to apply in respect of *Damage* to containers, tarpaulins and ropes belonging to the *Insured* whilst in or on a vehicle or trailer owned or operated by the *Insured*. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP250 in respect of all such items.

### 4. Tools and Travellers Samples

The indemnity provided by this Section shall extend to apply in respect of *Damage* to directors', partners' or *Employees'* tools and samples whilst in or on a vehicle or trailer owned or operated by the *Insured*. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP500.



## SECTION 6 - TERRORISM

### THE COVER

The *Insurer* will indemnify the *Insured* against:

1. *Damage* to the Property Insured covered under Section 1 (Property Damage All Risks), the Business Equipment covered under Section 3 (Business Equipment All Risks) or the *Works and Constructional Plant* covered under Section 8 (Contract Works);
2. *Consequential Loss* covered under Section 2 (Business Interruption) arising from an *Incident*;

caused by an act of *Terrorism* occurring during the *Period of Insurance* at or about the *Property or Premises* owned by the *Insured*, or for which the *Insured* are responsible, which has been declared to the *Insurer*, including *Property or Premises* of *Subsidiary* companies unless it is the practice of *Subsidiary* companies to effect their own insurances.

#### Limit of Liability

The liability of the *Insurer* shall not exceed the respective *Sums Insured* and limits stated in the *Schedule* for Sections 1, 2, 3 and 8.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of any *Excess* specified in the *Schedule* for Sections 1, 2, 3 and 8.

## SECTION 6 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against:

1. *Damage* or *Consequential Loss* arising in respect of any *Premises* or Business Equipment situated:
  - a) outside of England, Wales or Scotland; or
  - b) within the territorial seas adjacent to England, Wales or Scotland as defined by the Territorial Sea Act 1987;
2. *Damage* or *Consequential Loss* arising in respect of residential property insured in the name of a private individual;
3. *Damage* or *Consequential Loss* arising in respect of any nuclear installation or nuclear reactor, or any fixtures and fittings situated thereon and attached thereto, and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to, or in any way serve such nuclear installation or nuclear reactor;
4. *Damage* or *Consequential Loss* directly or indirectly caused by or contributed to by, or arising from, or occasioned by or resulting from:
  - a) *Damage* to any computer or other equipment,

component system, or item which processes, stores, transmits or receives data, or any part thereof whether tangible or intangible (including, but without limitation, any information, programs or *Software*) and whether the *Insured's* property or not, where such *Damage* is caused by *Virus* or *Similar Mechanism, Hacking* or *Denial of Service Attack*;

- b) riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
5. *Damage* or *Consequential Loss* unless *Terrorism* insurance has been purchased from a Pool Reinsurance Company Limited member company in respect of all such *Property* and *Premises* by the *Insured*;
  6. *Damage* or *Consequential Loss* unless:
    - a) the *Treasury* issues formal certification of an act of *Terrorism* causing any *Damage* or *Consequential Loss* under this Section; or
    - b) in the event of the *Treasury* refusing to issue such certification, a tribunal agreed between the *Insurer* and Pool Reinsurance Company Limited decides that the cause of such *Damage* or *Consequential Loss* was an act of *Terrorism*.

## SECTION 6 CONDITIONS

### 1. Burden of Proof

In any action, suit or proceedings where the *Insurer* alleges that any *Damage* or *Consequential Loss* is not covered by this Section, the burden of proving that such *Damage* or loss is covered will be upon the *Insured*.

### 2. Application of Policy Terms

The insurance provided by this Section shall be subject to all terms, limits, conditions, clauses and exceptions of this Policy applicable in respect of Sections 1, 2, 3 or 8 except any to the extent that they:

- a) provide for adjustments of *Premium*;
- b) apply an aggregate limit on the amount to be borne by the *Insured* as a result of the application of the *Excess*;
- c) allow for the automatic reinstatement of a *Sum Insured* or limit;
- d) are applicable in respect of a long term agreement or undertaking;
- e) effect an exclusion in respect of an act of *Terrorism*.





## SECTION 7 – LIABILITY

### SECTION 7 - PART A EMPLOYERS LIABILITY

#### THE COVER

In the event of *Bodily Injury* sustained by any *Employee*, which arises out of and in the course of their employment by the *Insured* within the *Business*, and occurring during the *Period of Insurance*:

1. within the *United Kingdom*; or
2. elsewhere in the world in respect of temporary visits by any *Employee* normally resident in the *United Kingdom*

the *Insurer* will indemnify the *Insured* in respect of *Compensation* arising out of such event.

#### Limit of Liability

1. The liability of the *Insurer* for *Compensation* shall not exceed the *Limit of Indemnity*.
2. Notwithstanding anything contained in paragraph 1 above, the *Limit of Indemnity* shall not exceed GBP5,000,000 (not as otherwise shown in the *Schedule*) in the event of an act of *Terrorism*.
3. Notwithstanding anything contained in paragraph 1 above, the *Limit of Indemnity* shall not exceed GBP5,000,000 (not as otherwise shown in the *Schedule*) in respect of any event directly or indirectly arising, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an indemnity is provided by Extension 2 (Defence Costs and Expenses) of Section 7 Extensions to Parts A, B and C will be inclusive and not in addition to the *Limit of Indemnity*.

### SECTION 7 PART A EXCEPTIONS

The *Insurer* shall not provide indemnity against liability:

1. for *Bodily Injury* to an *Employee* in circumstances where compulsory insurance, or security, is required by Road Traffic Act legislation;
2. arising *Offshore*;
3. for any amount payable under workman's compensation, social security, or health insurance legislation;
4. any medical and/or repatriation costs;

5. in the event that the *Insured* manufacture, mine, process, distribute, transport, test, remediate, remove, store, dispose of, sell or use asbestos, or any materials or *Product Supplied* containing asbestos.

### SECTION 7 PART A CONDITIONS

#### 1. Employers Liability Compulsory Insurance

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law, enacted in the *United Kingdom*, relating to compulsory insurance of liability to *Employees*. If, however, the *Insurer* pays any sum which would not have been paid but for the provisions of such law, the *Insured* shall repay such sum to the *Insurer*.

### SECTION 7 PART A EXTENSION

#### 1. Unsatisfied Court Judgment

In the event that:

- a) a judgment for damages is obtained against any company or individual, operating from *Premises* within the *United Kingdom*, by any *Employee* in respect of *Bodily Injury* caused during any *Period of Insurance*, arising out of and in the course of their employment by the *Insured* in the *Business*; and
- b) it remains unsatisfied, in whole or in part, six months after the date of such judgment

the *Insurer* will indemnify the *Employee* or their personal representative, up to the *Limit of Indemnity*, for the amount of damages and awarded costs which remain unsatisfied, as long as:

- i. there is no appeal outstanding;
- ii. any payment made by the *Insurer* shall only be in respect of *Bodily Injury* which would otherwise be within the scope of cover of this Section of the Policy;
- iii. any payment made by the *Insurer* shall only be in respect of liability for which the *Insured* would have been entitled to indemnity under this Section of the Policy, if the judgment had been made against the *Insured*; and
- iv. the *Insurer* shall be entitled to take over and prosecute, for the *Insurer's* own benefit, any claim against any other party and the *Insured*, the *Employee*, or their personal representatives shall give all information and assistance required.

This Extension is subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11.



## SECTION 7 - PART B PUBLIC LIABILITY

### THE COVER

In the event of accidental:

1. *Bodily Injury* to any person;
2. *Damage to Property*;
3. obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement;
4. wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring during the *Period of Insurance*:

- a) within the *United Kingdom* or elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual *Employees* normally resident in the *United Kingdom*; and
- b) arising from and in the course of the *Business*,

the *Insurer* will indemnify the *Insured* in respect of *Compensation* arising out of such event.

#### Limit of Liability

The liability of the *Insurer* for *Compensation* shall not exceed the *Limit of Indemnity*.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an indemnity is provided by Extension 2 (Defence Costs and Expenses) of Section 7 Extensions to Parts A, B and C, will be payable in addition to the *Limit of Indemnity*.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

### SECTION 7 PART B EXCEPTIONS

The *Insurer* shall not provide indemnity against liability:

1. in respect of *Bodily Injury* to any *Employee*, arising out of and in the course of employment by the *Insured* in the *Business*;
2. caused by or arising from the ownership, possession or operation by, or on behalf of the *Insured*, of any:
  - a) airlines, aircraft, aerodromes, airports, or other aviation risks, spacecraft, launch sites or other space risks; or
  - b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding eight metres in length; or
  - c) mechanically propelled vehicle:

- i. for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle; or
- ii. where indemnity is provided by any other insurance;

3. caused by or arising from any *Product Supplied*, after it has ceased to be in the custody or under the control of the *Insured*, or any *Employee*, other than food or drink for consumption on the *Insured's Premises*;
4. in respect of *Damage to Property*:
  - a) belonging to the *Insured*; or
  - b) in the custody or under the control of the *Insured*, or any *Employee*, other than personal effects (including vehicles and their contents) of any visitor, director, partner, or *Employee* of the *Insured*; or
  - c) being that part of any *Property* on which the *Insured*, or any *Employee* or agent of the *Insured*, is or has been working, where the *Damage* arises out of such work;
5. for the *Excess* specified in the *Schedule*, other than in respect of *Damage to Premises* (including their fixtures and fittings) leased or rented to the *Insured*.

### SECTION 7 PART B EXTENSIONS

The following Section Extensions are subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11.

#### 1. Motor Vehicles

Section 7 Part B Exception 2) c) shall not apply to liability caused by or arising from:

- a) the use of plant as a tool of trade at the *Insured's Premises*, or on any site at which the *Insured* is working;
- b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle;
- c) *Damage* to any building, bridge, weighbridge, road, or to anything beneath caused by vibration, or by the weight of any vehicle or its load

provided that the *Insurer* shall not provide indemnity against liability:

- i. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
- ii. for which indemnity is provided by any other insurance.

#### 2. Motor Contingent Liability

Notwithstanding Section 7 Part B Exception 2) c), the *Insurer* will, within the terms of this Section, indemnify the *Insured*, and no other for the purpose of



this Section Extension, in respect of liability for *Bodily Injury*, or *Damage to Property*, caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by the *Insured*) whilst being used in the course of the *Business* provided that the *Insurer* shall not provide indemnity against liability:

- a) in respect of *Damage* to any such vehicle, or trailer, or *Property* conveyed therein or thereon;
- b) for which indemnity is provided by any other insurance;
- c) caused or arising whilst such vehicle or trailer is:
  - i. engaged in racing, pace-making, reliability trials, or speed testing; or
  - ii. being driven by the *Insured*; or
  - iii. being driven with the general consent of the *Insured* or his representative, by any person who, to the knowledge of the *Insured* or other such representative, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
  - iv. being used elsewhere than in the *United Kingdom*.

### 3. Movement of Obstructing Vehicles

Section 7 Part B Exception 2) c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the *Insured*) being driven by the *Insured*, or by any *Employee* with the *Insured's* permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians provided that:

- a) movements are limited to vehicles parked on or obstructing the *Insured's* *Premises*, or any site at which the *Insured* is working;
- b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;
- c) the vehicle causing obstruction is driven by use of the owner's ignition key;
- d) the *Insurer* shall not provide indemnity against liability:
  - i. in respect of *Damage* to such vehicle;
  - ii. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

### 4. Defective Premises Act

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by the *Insured* for purposes pertaining to the *Business* and which have since been disposed of by the *Insured* provided that the *Insurer* shall not provide indemnity against liability:

- a) for which indemnity is provided by any other insurance;
- b) for the costs of remedying any defect or alleged

defect in such premises.

### 5. Leased or Rented Premises

Section 7 Part B Exception 4) b) shall not apply to liability for *Damage to Premises* (including their fixtures and fittings) leased or rented to the *Insured* provided that the *Insurer* shall not provide indemnity against:

- a) *Contractual Liability*;
- b) the first GBP500 of each and every *Occurrence* of *Damage to Property* caused other than by fire or explosion.

### 6. Buildings Temporarily Occupied

Section 7 Part B Exception 4) b) shall not apply to liability for *Damage* to buildings (including contents therein), which are not owned leased or rented by the *Insured*, but are temporarily occupied by the *Insured* for the purpose of maintenance, alteration, extension, installation or repair.

### 7. Overseas Personal Liability

The *Insurer* will, within the terms of this Section, indemnify:

- a) the *Insured*;
- b) at the request of the *Insured*:
  - i. any director, partner, or *Employee* of the *Insured*; or
  - ii. any spouse or child of the persons stated in a), or b) i. above, who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity, in connection with an event occurring in a country outside of the *United Kingdom*, whilst on a temporary visit to such country in connection with the *Business* provided that:

1. any person entitled to indemnity under this Section Extension shall, as though they were the *Insured*, be subject to all the applicable terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11;
2. nothing in this Section Extension shall increase the liability of the *Insurer* to pay any amount exceeding the *Limit of Indemnity*, regardless of the number of persons claiming to be indemnified;
3. the *Insurer* shall not provide indemnity against:
  - a) any *Contractual Liability*; or
  - b) liability for which indemnity is provided by any other insurance; or
  - c) liability in respect of *Damage to Property* belonging to, or in the custody or under the control of any person entitled to indemnity under this Section Extension; or
  - d) liability in respect of *Bodily Injury* to any person entitled to indemnity under this Section Extension; or
  - e) liability caused by or arising from:
    - i. the ownership or occupation of land or buildings; or
    - ii. the carrying on of any business,



- profession, trade or employment; or
- iii. the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

#### 8. Data Protection Act

The indemnity provided by this Section 7 Part B Extension shall extend to apply in respect of *Compensation* for damages arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), not otherwise insured hereunder provided that:

- a) the liability of the *Insurer* under this Section Extension, for *Compensation*, costs and expenses, shall not exceed the amount stated as the *Limit of Indemnity* in the *Schedule*;
- b) the *Insured* has registered in accordance with the terms of the said Regulation or Act, or has applied for such registration which has not been refused or withdrawn;
- c) the *Insurer* shall not provide indemnity against:
  - i. liability caused by or arising from a deliberate act or omission of any person entitled to indemnity under this Section Extension, if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
  - ii. the costs of replacing, reinstating, rectifying, or erasing any personal data;
  - iii. liability caused by or arising from any incident or circumstances, known to the *Insured* at inception of this Policy, which may give rise to a claim;
  - iv. liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person;
  - v. *Contractual Liability*;
  - vi. liability in respect of *Bodily Injury* or *Damage to Property*.

## SECTION 7 – PART C PRODUCTS LIABILITY

### THE COVER

In the event of accidental:

1. *Bodily Injury* to any person;
2. *Damage to Property*

occurring during the *Period of Insurance* anywhere in the world and caused by any *Product Supplied*, the *Insurer* will indemnify the *Insured* in respect of *Compensation* arising out of such event.

### Limit of Liability

The liability of the *Insurer* for *Compensation* shall not exceed the *Limit of Indemnity*.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an indemnity is provided by Extension 2 (Defence Costs and Expenses) of Section 7 Extensions to Parts A, B and C, will be payable in addition to the *Limit of Indemnity*.

### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

## SECTION 7 PART C EXCEPTIONS

The *Insurer* shall not provide indemnity against liability:

1. in respect of *Damage* to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any *Product Supplied* caused by or arising from:
  - a) a defect in, or the harmful nature or the unsuitability of such *Product Supplied*; or
  - b) an error or fault in connection with the sale, supply or presentation of such *Product Supplied*;
2. caused by or arising from any *Product Supplied* whilst in the custody or under the control of the *Insured*, or any *Employee*;
3. caused by or arising from any *Product Supplied* which, to the knowledge of the *Insured*, is for:
  - a) use in or on any aircraft, or aero spatial device; or
  - b) aviation or aero spatial purposes; or
  - c) use in the safety or navigation of marine craft of any sort;
4. caused by or arising from any action brought against the *Insured*, in any country not being a member of the European Union, where the *Insured* has a branch, or a parent or *Subsidiary* company, or is represented by a person or company holding the *Insured's* power of attorney;
5. caused by or arising from any *Product Supplied* which, to the knowledge of the *Insured*, is for use in or supply to the United States of America or Canada.

## SECTION 7 PART C EXTENSION

### Consumer Protection Act

The *Insurer* will provide indemnity to the *Insured* and, at the request of the *Insured*, any director, partner, or *Employee* of the *Insured*, in respect of legal costs and expenses, incurred with the *Insurer's* written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising



from such proceedings and prosecution costs awarded in connection therewith provided that:

1. the proceedings relate to an offence alleged to have been committed during the *Period of Insurance* and in the course of the *Business*;
2. the *Insurer* shall not provide indemnity in respect of:
  - a) fines or penalties of any kind; or
  - b) any circumstances for which indemnity is provided by any other insurance; or
  - c) proceedings consequent upon a deliberate act or omission of any person entitled to indemnity under this Section Extension, if the result thereof could reasonably have been expected, having regard to the nature and circumstances of such act or omission; or
  - d) proceedings arising out of any activity or risk excluded from this Policy;
3. the director, partner or *Employee* shall, as though they were the *Insured*, be subject to the terms (including without limitation the conditions and the exceptions) of this Policy insofar as they can apply.

This Extension is subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11.

## SECTION 7 EXCEPTIONS

### Excepted Causes applicable to Parts A, B and C

The *Insurer* shall not provide indemnity against liability in respect of any claim brought against the *Insured* within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the world to enforce a judgment, award or settlement in respect of any such claim.

### Excepted Causes applicable to Parts B and C only

The *Insurer* shall not provide indemnity against liability:

1. caused by or arising from advice, design or specification provided, or professional services rendered, by or on behalf of the *Insured* for a fee;
2. under Part B against *Contractual Liability* unless the sole conduct and control of claims is vested in the *Insurer*, but the *Insurer* shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause;
3. under Part C against *Contractual Liability*, other than liability arising out of a condition or warranty of goods implied or imposed by statute;
4. directly or indirectly arising out of:
  - a) an alteration of, or *Damage* to; or
  - b) a reduction in functionality, availability or operation of a computer system or programme, *Hardware*,

data, information, repository, microchip, integrated circuit, or similar device in *Computer Equipment* or non-computer equipment, as a result of the *Insured's* "e- activities".

For the purpose of this exclusion, "e-activities" means any use of or *Business* undertaken by the *Insured*, or by any person, persons, partnership, firm or company acting for, or on behalf of the *Insured*, in connection with electronic networks, including the internet and private networks, intranets, extra-nets, electronic mail, worldwide web and similar media.

5. a) caused by or arising from *Pollution* or *Contamination*; or
- b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

unless arising from *Pollution* or *Contamination* which 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* and provided that:

- i. all *Pollution* or *Contamination* which arises out of such incident shall be deemed to have occurred at the time such incident takes place;
- ii. the liability of the *Insurer*, for all *Compensation* under Parts B and C, payable in respect of all *Pollution* or *Contamination* which is deemed to have occurred during any one *Period of Insurance*, shall not exceed, in the aggregate, the *Limit of Indemnity* for Part B (or Part C if Part B is not operative).

6. directly or indirectly arising out of, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

## SECTION 7 EXTENSIONS

### Applicable to Parts A, B and C

#### 1. Costs of Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the *Insurer*, in connection with a claim in respect of which the *Insured* is entitled to indemnity under this Policy, the *Insurer* will reimburse the *Insured*, at the following rates per day, for each day on which attendance is required:

- a) any director or partner of the *Insured* – GBP250;
- b) any *Employee* – GBP100.

#### 2. Defence Costs and Expenses

The *Insurer* will provide indemnity in respect of all:

- a) costs incurred, with the *Insurer's* written consent, in respect of legal representation at any:
  - i. coroner's inquest, or other inquiry in respect of any death;



- ii. proceedings in any court, in respect of any act or omission causing, or relating to, any *Occurrence*;
- b) other costs and expenses, incurred with the *Insurer's* written consent, in relation to any matter

which may be the subject of indemnity under any applicable Part of this Section.

### 3. Indemnity to Other Persons

The *Insurer* will also indemnify under this Section, as if a separate Policy had been issued to each:

- a) the legal personal representatives of the *Insured*, or of any other person entitled to indemnity under this Policy, but only in respect of liability incurred by the *Insured* or by such other person;
- b) under Parts A and B any *Principal*, but only to the extent required by the contract or agreement for work;
- c) any owner of plant hired to the *Insured*, but only to the extent required by the conditions of the contract or agreement of hire;
- d) at the request of the *Insured*:
  - i. any officer or member of the *Insured's* catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
  - ii. any director, partner or *Employee* of the *Insured*, while acting in connection with the *Business*, in respect of liability for which the *Insured* would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against the *Insured*.

Provided that:

1. any persons specified above shall, as though they were the *Insured*, be subject to all applicable terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11;
2. nothing in this Section Extension shall increase the liability of the *Insurer* to pay any amount exceeding the *Limit of Indemnity* of the operative Part(s), regardless of the number of persons claiming to be indemnified.

### 4. Legal expenses arising from Health and Safety legislation

In the event of:

- a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007, or similar legislation in the *United Kingdom*;
- b) an incident which results in an enquiry ordered under the Health and Safety inquiries (Procedure)

### Regulations 1975

the *Insurer* will provide indemnity, up to an amount not exceeding GBP5,000,000, against legal fees and expenses incurred in representing the *Insured* in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the *Period of Insurance*, within the *United Kingdom* and in the course of the *Business*.

### Applicable to Parts B and C only

### 5. Cross Liabilities

If the *Insured* comprises more than one party, the *Insurer* will provide indemnity to each such *Insured* in the same manner and to the same extent as if a separate policy had been issued to each of them provided that nothing in this Section Extension shall increase the liability of the *Insurer* to pay any amount exceeding the *Limit of Indemnity* of the operative Part(s), regardless of the number of persons claiming to be indemnified.



## SECTION 8 CONTRACT WORKS

### THE COVER

The *Insurer* will indemnify the *Insured* against accidental *Damage* to:

- 1) the *Works*;
- 2) *Constructional Plant*

occurring during the *Period of Insurance* on or adjacent to the site of the *Works*, or in *Transit* by road, rail, or inland waterway, within the *Territorial Limits*.

#### Limit of Liability

The liability of the *Insurers* under this Section for each and every *Occurrence* shall not exceed the limit stated in the *Schedule*.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

## SECTION 8 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against:

1. *Consequential Loss*, loss of use, liquidated damages, penalties for delay or non-completion;
2. *Damage* subsequent to work ceasing on the site of any contract for a continuous period in excess of ninety consecutive days;
3. the cost of making good:
  - a) mechanical or electrical breakdown or derangement, except to the extent that the *Insured* is responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement) in respect of *Constructional Plant* hired in by the *Insured*;
  - b) wear, tear, rust or other gradual deterioration

but this Excepted Cause shall be limited to the parts immediately affected and shall not apply to *Damage* arising as a consequence;

4. *Damage* for which the *Insured* is relieved of responsibility under the terms of any contract;
5. any loss due to disappearance or shortage which is only revealed when an inventory is made, or is not traceable to an identifiable *Occurrence*;
6. *Damage* caused by or arising from electrical or

mechanical testing of any machinery or plant comprising the *Works*, except during a period not exceeding forty-five (not necessarily consecutive) days from the commencement of such testing;

7. *Damage* to *Constructional Plant* unless:
  - a) such *Constructional Plant* is hired on terms no more onerous to the *Insured* than those of the Construction Plant-hire Association Conditions of Contract;
  - b) such *Constructional Plant* is maintained in a safe and sound condition and is examined by the *Insured* prior to and at the end of each hiring and any defects rectified;
  - c) a written record is kept of the date upon which each item of equipment is inspected, with a note of any maintenance undertaken;
8. *Damage* to scaffolding equipment unless each and every item of scaffolding equipment is security marked;
9. *Damage* when the contract site or any *Premises* used for storage are left *Unattended*, unless the *Insured*:
  - a) leaves the site or *Premises* securely locked;
  - b) keep tools and equipment inside a locked and secured building;
  - c) keeps plant in a secure and locked compound or *Premises*.

### Excepted Property

The *Insurer* shall not indemnify the *Insured* in respect of:

1. *Damage* to:
  - a) aircraft, spatial devices or hovercraft;
  - b) watercraft, other than safety boats or other craft up to four metres in length on or about the contract site;
2. *Damage* to any mechanically propelled vehicle, including trailer attached thereto, other than *Damage* which occurs to *Constructional Plant* whilst it is on the site of the *Works*, or being carried to or from such site, or stored within the *Premises* of the *Insured* and not otherwise insured;
3. *Damage* to tyres by punctures, cuts or bursts;
4. *Damage* to, or the costs or expenses necessary to replace, repair or rectify:
  - a) the *Works* or any *Constructional Plant*, which are in a defective condition due to a fault in their design, plan, specification, materials or workmanship, or of any component part; or
  - b) any other *Property* free of such defect, which becomes damaged or is removed to enable the replacement, repair or rectification of the defect to take place

but paragraph 4. a) shall not apply to the remainder of the *Property* covered by this Section, which is free



of the defective condition, but sustains accidental *Damage* as a direct consequence;

(For the purposes of this Section, and not merely this exclusion, the *Works* or *Constructional Plant* shall not be regarded as lost, damaged or destroyed solely by virtue of the existence of any defect in their design, plan, materials or workmanship, or of any component part.)

5. *Damage* to any property forming part of any structure pre-existing the commencement of the *Works* and any fixtures, fittings or contents on or within such structure;
6. *Damage* to any part of the *Works* occurring:
  - a) after and in respect of which a Certificate of Completion has been issued, or Practical Completion has taken place through hand over to the employer; or
  - b) after being taken into use or occupation by the employer

whichever is the earlier, other than *Damage* occurring:

- i. during the *Maintenance Period* from a cause taking place before such period;
- ii. during the course of carrying out the obligations required within the *Maintenance Period*;
- iii. within fourteen days of the issue of a Certificate of Completion

but only to the extent that such *Damage* falls to the responsibility of the *Insured* under the terms of the contract governing the *Works*;

(Where the *Insured* has engaged sub-contractors, any reference in this exception to a Certificate of Completion, or to Practical Completion, does not apply to completion of the sub-contracted work, provided that the responsibility for that work then falls to the responsibility of the *Insured* under the terms of the contract governing the *Works*.)

7. *Damage* to:
  - a) *Stock in Trade* whilst at any *Premises* of the *Insured*, unless specifically designated for use in the *Works*;
  - b) *Money*, deeds, bonds or any other securities for *Money*.

## SECTION 8 CONDITIONS

### 1. **Seventy-Two Hours Clause**

All *Damage* caused by storm, tempest, flood, subsidence or landslip occurring in any one period of seventy-two consecutive hours, within any one *Period of Insurance*, shall constitute one *Occurrence* for the purposes of this Section. The *Insured* shall select the time from which any such period shall commence, provided

that such *Damage* occurred prior to the expiry of the *Period of Insurance*. If there is more than one such period selected during the *Period of Insurance*, they must not overlap and the *Excess* shall apply to each selected period.

## SECTION 8 EXTENSIONS

Unless otherwise stated in the *Schedule* (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections excluding Section 11 except where specifically varied by the terms of the Section Extension.

### 1. **Additional Interest**

The interest of any bank, finance company, building society or other financial institution or concern that has a financial interest in the *Works* or *Constructional Plant* covered by this Section (including plant owners to the extent required by hire conditions) is noted in this insurance. The nature and extent of such interest is to be declared to the *Insurer* in the event of *Damage*.

### 2. **Debris Removal**

The indemnity provided by this Section shall extend to apply to costs and expenses necessarily and reasonably incurred by the *Insured* with the prior consent of the *Insurers* in respect of removing and disposing of debris, dismantling, demolishing (including off-site storage), shoring, propping and clearance of drains and sewers following *Damage* for which indemnity is provided by this Section, but excluding all costs and expenses arising from *Pollution* or *Contamination* of property not insured by this Section.

The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the limit of liability under this Section in respect of any one *Occurrence*, unless otherwise stated in the *Schedule*.

### 3. **Continuing Hire Charges**

The indemnity provided for *Constructional Plant* shall extend to apply to the liability of the *Insured* to pay continuing hire charges as a result of any *Damage*, breakdown or derangement insured under this Section, provided that the *Insurer* shall not indemnify the *Insured* in respect of liability:

- a) incurred for the first forty-eight hours that such plant is out of use;
- b) arising from the payment of hiring charges for a period exceeding three months in respect of any one item of plant.

The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP25,000 in respect of any one item of plant.





#### 4. **Expediting Expenses**

The indemnity provided by this Section shall extend to apply to the costs necessarily and reasonably incurred by the *Insured*, with the consent of the *Insurer*, in making temporary repairs and expediting permanent repair in respect of *Damage* insured by this Section, including the cost of overtime, weekend shift working, plant hire charges, and express delivery (including air freight).

The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the limit of liability under this Section in respect of any one *Occurrence*, unless otherwise stated in the *Schedule*.

#### 5. **Free Issue Materials**

The *Works* shall include free issue materials, provided that the value of such materials is included within both the limit of liability and any declaration of value made in accordance with Policy General Condition 12.

#### 6. **Immobilised Plant**

The indemnity provided for *Constructional Plant* shall include the cost of recovery or withdrawal of any contractors' plant which is unintentionally immobilised, provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement.

#### 7. **Off-site Storage**

The indemnity provided by this Section shall extend to apply to materials and goods whilst not on the site of the *Works*, but intended for incorporation in the *Works*, provided that the value of such materials and goods have been included in an interim certificate for the purposes of the contract, and are separately stored and identified as being designed for incorporation in the *Works*.

Should such materials and goods not be specified in an interim certificate this Extension shall continue to apply, but the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed GBP25,000 in respect of any one *Occurrence*.

#### 8. **Personal Effects**

The indemnity provided by this Section shall extend to apply to any:

- a) director or officer of the *Insured*;
- b) person under a contract of service or apprenticeship with the *Insured*;
- c) clerk of works or resident engineer or any person under a contract of service with such clerk of works or resident engineer

in respect of *Damage* to personal effects, including tools and clothing but not motor vehicles, precious metals or stones, watches, jewellery or *Money*, whilst on or about any contract site within the *Territorial Limits* or the *Insured's Premises*, whilst in *Transit* thereto

or therefrom, or left *Overnight* at such person's place of residence, provided that:

- i. such person shall, as though he or she were the *Insured*, observe, fulfil and be subject to the terms, exclusions and conditions of Sections 1 to 10 in so far as they can apply;
- ii. if such personal effects are left *Overnight* in an un-garaged vehicle, such vehicle must be securely locked and alarmed.

The maximum amount that will be paid to any one person by the *Insurer* under this Extension shall not exceed GBP500 in respect of any *Occurrence*.

The *Insurer* shall not indemnify the *Insured* for the first GBP250 of each and every *Occurrence* for which indemnity is sought under this Extension.

#### 9. **Plans**

The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed:

- a) the cost of reproducing such plans, specifications and documentation; or
- b) GBP25,000 in the aggregate during the *Period of Insurance*

whichever is the lesser.

#### 10. **Professional Fees**

The indemnity provided by this Section shall include architects', surveyors', consulting engineers', legal and other *Professional Fees* necessarily and reasonably incurred with the *Insurers'* consent in the Reinstatement of any *Damage* covered by this Section, but not fees for preparing a claim under this insurance.

#### 11. **European Union and Public Authorities**

The indemnity provided by this Section shall include the additional cost of Reinstatement of the *Works* incurred by the *Insured*, with the consent of the *Insurer*, solely by reason of the necessity to comply the Stipulations of:

- a) European Union legislation; or
- b) building or other regulations under, or framed in pursuance of any Act of Parliament or the bye-laws of any public authority

first imposed upon the *Insured* following *Damage*, provided that the Reinstatement is completed within twelve months of the occurrence of the *Damage* or within such further time as the *Insurer* may in writing allow (during the course of such twelve months period).

The indemnity under this Extension is granted provided that the *Insurer* shall not be liable in respect of costs for:

- i. requirements relating to any undamaged part of the *Works*, other than foundations (unless foundations are specifically excluded from this



- insurance);
- ii. any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of compliance with any of the Stipulations.

## 12. Subrogation Waiver

Where the *Insured* is awarded a contract under the Joint Contracts Tribunal Standard Form of Building Contract 2011 (or any other form of contract containing similar conditions) the understated agreement applies to the *Works*, but only to the extent required by the contract.

In respect of *Damage* to the *Works* by any of the Specified Perils defined in the above mentioned Standard Form of Building Contract, it is agreed that, so far as is required by sub-contract conditions, the *Insurer* will not pursue any right of subrogation against subcontractors directly engaged by the *Insured*.

## SECTION 9 EMPLOYEE FIDELITY

### THE COVER

The *Insurer* will indemnify the *Insured* against direct loss of *Money* or *Property* belonging to the *Insured*, or for which the *Insured* are legally responsible, caused by any *Employee Dishonest Act(s)* committed during the *Period of Insurance*.

#### Discovery Provision

The indemnity provided by this Section shall only apply in respect of losses discovered not later than 24 months after the termination of:

1. this insurance; or
2. the termination of this insurance in respect of any *Employee* to which this insurance applies

whichever occurs first.

#### Auditors' Fees

The *Insurer* will also indemnify the *Insured* in respect of *Auditors' Fees* incurred by the *Insured* in respect of a claim.

#### Limit of Liability

The liability of the *Insurer* in respect of all claims during any one *Period of Insurance* shall not, in the aggregate, exceed the *Limit of Indemnity* stated in the *Schedule*.

#### The Excess

The *Insurer* shall not indemnify the *Insured* for the amount of the *Excess* specified in the *Schedule*.

## SECTION 9 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not indemnify the *Insured* against loss:

1. subsequent to the *Insured* continuing to entrust a defaulting *Employee* with *Money* or *Property* after becoming aware of any material fact bearing upon the honesty of such *Employee*;
2. of interest or *Consequential Loss* of any kind;
3. due to any unexplained shortages;
4. caused by any director of the *Insured* holding, or controlling, more than 5% of the issued share capital of the *Insured* (or any *Subsidiary* of the *Insured*), or any loss in which such director has acted in *Collusion*;
5. caused by the acts of any *Employee* of a company or firm which the *Insured* has merged with or acquired during the *Period of Insurance*;
6. unless the accounts of the *Insured*, including those of all *Subsidiary* companies, have been examined by external auditors at least every twelve months;
7. of cash in hand and petty cash unless it is checked, independently of *Employees* responsible, at least monthly and additionally, without warning, at least once in every six months;
8. of cash or cheques received in the course of the *Business* if banked later than the banking day after receipt;
9. of cheques, or other instruments, drawn for more than GBP10,000, unless manually signed by two authorised signatories after the amount payable has been inserted. No cheque, or other instrument, shall be signed until one signatory has examined the supporting documentation and ensured that the payment and payee are genuine. (In the case of computer or machine prepared cheques, the supporting documentation shall be examined and authorised before the requisition for payment is input. All such cheques or instruments drawn for an amount in excess of GBP10,000 shall require one manually added signature after the cheque or instrument is printed);
10. by means of access to the *Insured's* computer systems and programmes:
  - a) by *Employees* or external persons, in connection with accounting, finance or stock, unless protected by passwords, regardless of whether such access is for the purposes of system update, maintenance or amendment, or for operational or trading purposes. Such passwords shall be changed at least every ninety days;



- b) through the internet, or other external means of access, unless protected by firewalls and anti-virus software which are kept up-to-date in accordance with the providers' recommendations;
  - c) unless they and their security shall have been vetted by external auditors as frequently as they suggest and any resulting recommendations are fully complied with;
11. by means of funds transfer unless instructions provided to a bank or financial institution for the purpose of transferring funds, or making payments of any kind:
- a) if written, are authorised as for Cheque Signing (see 9. above);
  - b) if given by telephone, or sent by facsimile (whether by means of a fax message or by email), are verified by the bank or financial institution contacting a person authorised by the *Insured*, for the purpose of such verification, and different to the person purported to have given the originating instructions, prior to the necessary transfer or payment taking place;
  - c) if *Electronic Instructions*, are subject to dual control, whereby no one *Employee* can complete a transfer or transaction from beginning to end and a password is required to execute the transfer or transaction, such password being unique to the individual person and to be changed at least once in every thirty days. In the event that an *Employee's* password has been re-set in order that *Electronic Instructions* may be given, such *Electronic Instructions* shall be subject to a control whereby the person carrying out the re-set has no authority to effect or authenticate *Electronic Instructions* themselves;
12. of stock, machinery, equipment, goods and other supplies or services unless separate *Employees* are responsible for their ordering, the recording of their receipt, performance or delivery and the authorisation and payment for them and that a physical check of all stock and materials is made at least every twelve months against verified stock records by separate *Employees*;
13. of payroll cast unless examined at least quarterly, by a different *Employee* to the one responsible for its content, to ensure that there are no ex-*Employees* or fictitious persons included;
14. established through cash book entries unless all such entries are checked by an *Employee* different to the one responsible for such entries against bank statements, receipts, invoices vouchers and other documents, and the balance tested against cash and un-presented cheques;
15. caused by any *Employee* employed subsequent to the commencement of this insurance and having responsibility for *Money*, accounts, stock, or computer

operations, programs or security, unless:

- a) satisfactory references have been obtained which are not detrimental to the honesty of such *Employee*;
- b) such references are obtained directly from former employers for the three years immediately preceding engagement and before the *Employee* is entrusted without full supervision and all gaps in employment are satisfactorily explained;
- c) written records are retained by the *Insured*, containing the original copy of each written reference received and also a written and signed file note in respect of any verbal references received and such records are made available to the *Insurer* upon request.

References will not be necessary for *Employees* who have satisfactorily and continuously been in the service of the *Insured* for at least two years in another capacity, before being entrusted with the duties referred to above.

In respect of *Employees* with no previous employment history, it shall be sufficient for one character reference to be obtained;

16. in respect of all customers granted credit unless:
- a) statements of account have been issued at least monthly and accounts where payment is overdue by more than three months have been reviewed by an *Employee* different to the one responsible for the issue of such statements;
  - b) in circumstances where an *Employee* is responsible for receipt of payment as well as issue of the statement, all related statements have been checked, at least quarterly, by a different *Employee*;

## SECTION 9 CONDITIONS

### 1. Cessation of Cover

Immediately following the discovery by the *Insured* of an *Employee Dishonest Act*, the liability of the *Insurer* to indemnify the *Insured* in respect of any further such acts by the same *Employee* shall cease.

### 2. Employee's Money

Any *Money* in the hands of the *Insured* and belonging to an *Employee* who has committed an *Employee Dishonest Act*, together with any *Money* which would have been due to the *Employee* from the *Insured* shall be deducted from the amount of the loss before a claim is made under this insurance.

### 3. Recoveries

Any recoveries effected by the *Insured* shall accrue:

- a) in the event that the *Insured's* claim exceeds the *Limit of Indemnity*, firstly to the benefit of the *Insured* to reduce or extinguish the amount of the



- Insured's* loss (but not the amount of the *Excess*);
- b) then to the benefit of the *Insurer*, to the extent of the claim paid or payable;
- c) and finally to the benefit of the *Insured* in respect of the *Excess*.

## SECTION 9 EXTENSIONS

Unless otherwise stated in the *Schedule* (or by Endorsement to the Policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and all other Sections of the Policy excluding Section 11, except where specifically varied by the terms of the Section Extension.

### 1. Employee Definition

The term *Employee*, as referred to in the General Policy Definition of an *Employee Dishonest Act*, shall extend to include any person:

- a) engaged under a work experience, government training or similar scheme;
- b) retired from employment with the *Insured* and working for the *Insured* as a consultant;
- c) hired or borrowed by the *Insured* from an employment agency on a temporary basis (other than persons engaged as drivers, or those performing warehouse, computer operations or computer programming duties)

under the control of the *Insured* in connection with the *Business*.

### 2. Previous Insurance

If this insurance immediately supersedes another insurance effected by the *Insured* covering *Employee Dishonest Acts* (the "Superseded Insurance"), the *Insurer* will indemnify the *Insured* in respect of any loss discovered during the continuance of this insurance, but arising from an act committed during the continuance of the Superseded Insurance, if the loss is not recoverable thereunder solely because the period allowed for discovery has expired, provided that:

- a) the Superseded Insurance had been continuously in force, from the time of the loss until inception of this insurance;
- b) the loss would have been insured by this insurance had it been in force at the time of the loss;
- c) the liability of the *Insurer* shall not exceed the lesser of:
  - i. the amount that would have been recoverable under the insurance in force at the time of the loss; or
  - ii. the *Limit of Indemnity* under this insurance.

### 3. Reinstating or Rewriting of System Records

The indemnity provided by this Section shall include the reasonable cost of reinstating, rewriting or amending:

- a) computer *Software* or systems where necessary to correct the programs, or amend the security codes;
- b) *Computer Records* which have been damaged, destroyed, erased or stolen

through an *Employee Dishonest Act*, which is the subject of claim for which liability has been agreed by the *Insurer*.

## SECTION 10 LOSS OF LICENCE

### THE COVER

In the event of loss of *Licence* occurring during the *Period of Insurance*, the *Insurer* will pay to the *Insured*:

- 1. the depreciation in value of the interest of the *Insured* in the *Premises*, or the *Business*, caused by such loss; and
- 2. all costs and expenses incurred by the *Insured*, with the written consent of the *Insurer*, in connection with any appeal against such loss.

### Limit of Liability

The liability of the *Insurer* during the *Period of Insurance* shall not, in the aggregate, exceed the total *Sum Insured* stated in the *Schedule*.

## SECTION 10 EXCEPTIONS

### Excepted Causes

The *Insurer* shall not pay for loss, costs or expenses arising from:

- 1. circumstances for which the *Insured* is entitled under legislation to claim compensation in respect of a refusal by the relevant licencing authority to renew a *Licence*;
- 2.
  - a) actual or proposed compulsory acquisition of the *Premises*;
  - b) any scheme of town or country planning, improvement or redevelopment;
  - c) redistribution, reduction in number or extinguishment of the *Licence* as a result of war damage, whether the loss is direct or indirect;
- 3. any alteration, after the commencement of the *Period of Insurance*, of the legislation governing the grant, surrender, renewal, suspension, forfeiture, withdrawal or transfer of the *Licence*, unless the *Insurer* confirms in writing that the insurance will apply after such



alteration;

4. failure
  - a) other than for good cause, to keep the *Premises* open during the permitted hours;
  - b) to comply with any direction or requirement of the relevant licencing authority;
  - c) to maintain the *Premises* in good sanitary and general repair;
5. any act, omission or failure of the *Insured* to take all reasonable action to maintain the *Licence* in force;
6.
  - a) alterations to the *Premises* unless such alterations have been sanctioned by the relevant licencing authority;
  - b) any application made for the removal of the *Licence* to other premises, or any offer made to surrender or discontinue any *Licence* unless written consent has been obtained from the *Insurer*;
7. a loss of *Licence* or any event coming to the knowledge of the *Insured* which is likely to prejudice the *Licence* unless the *Insured* has given the *Insurer* written notice within twenty-four hours of such loss or knowledge (such notice is to state, as far as the *Insured* is able, the grounds on which any order was made, or the particulars of the relevant event. The *Insurer* shall be entitled to appeal in the name of the *Insured* against any such loss of *Licence* and shall have full discretion in the conduct of any proceedings, for which the *Insured* shall give the *Insurer* all such assistance as the *Insurer* may require.);
8.
  - a) any notice, caution or complaint given or made against the *Premises*, or against the tenant, manager, occupier or *Licence* holder, or where such person has been summoned or charged with, or convicted of, or committed for trial for an offence of any kind;
  - b) an application for renewal which is to be opposed, or that its consideration is adjourned or referred to any compensation authority, or where the *Licence* holder is required to give any undertaking, or if structural alterations are required;
  - c) the *Licence* holder's death, bankruptcy, abscondence, or being rendered incapable by sickness or other infirmity of carrying on the *Business*

unless the *Insured* has given the *Insurer* written notice within twenty-four hours of receiving information, whether oral or written of any of the circumstances set forth in a), b) or c) above and unless the *Insured* has made all such applications, including applications to the Magistrates Court, for a protection order and generally done all such acts or things which the *Insured* may be entitled to do under the appropriate legislation or otherwise and which are calculated or intended to prevent the loss of *Licence* as set forth in c) above.

## SECTION 10 CONDITIONS

### 1. Alterations

The *Insured* shall give all such information as the *Insurer* may require, at any time and for any purpose, in connection with the insurance under this Section, and any duly authorised representative of the *Insurer* may, at any reasonable time, enter and inspect the *Premises*.

### 2. Rights of the Insurer

The *Insurer* shall be entitled, in the name of the *Insured*, to exercise against:

- a) the tenant, manager or occupier of any *Premises*; and
- b) the *Licence* holder (if not the *Insured*)

all rights, powers and privileges available to the *Insured* and which may be calculated to protect the *Licence* against loss, or to protect the interests of the *Insured*.

If any tenant, manager, occupier or *Licence* holder shall abscond or be convicted of any offence, the *Insured* shall procure a suitable person to replace them and immediately make an application for the transfer of the *Licence*, or for a new *Licence* to be granted by way of renewal, to the person taking over as replacement.



## GENERAL POLICY DEFINITIONS APPLICABLE TO SECTIONS 1 TO 10

### Ancillary Equipment

means equipment solely used for the suitable operation of *Computer Equipment*, including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment and computer room partitioning.

### Annual Rent Receivable

means *Rent Receivable* during the 12 months immediately before the date of the *Incident*.

*Annual Rent Receivable* and *Standard Rent Receivable* are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident*, or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Annual Revenue

means the *Revenue* during the twelve months immediately before the date of the *Incident*.

### Annual Turnover

means the *Turnover* during the twelve months immediately before the date of the *Incident*.

### Assault

means actual or attempted physical assault, robbery or hold-up.

### Auditor's Fees

means necessary and reasonable fees payable by the *Insured* to its auditors, or professional accountants, for producing such particulars or details contained in the *Insured's* books of account or other business documents, or such other proofs, information or evidence as may be required by the *Insurer* to substantiate the amount of a claim.

### Bodily Injury

means:

1. death, illness or disease; or
2. physical or mental injury, mental anguish or shock

but not defamation, libel, slander, deceit, injurious falsehood, discrimination, harassment or advertising injury.

### Building(s)

means:

1. the building(s) situated at the *Premises* being constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos unless otherwise agreed by the *Insurer*; and

2. landlord's fixtures and fittings in or on the said building(s)

which are the property of or leased to the *Insured*.

Unless more specifically insured, *Building(s)* also includes:

- a) annexes and *Outbuildings*;
- b) tenants' improvements;
- c) conveyors, lines, wires, service pipes and similar *Property* on the *Premises* and extending to the public mains;
- d) walls, gates and fences;
- e) car parks, yards, roadways and similar surfaces at the *Premises*

which are the property of the *Insured* or for which the *Insured* is legally responsible.

*Building(s)* in the course of construction are excluded.

### Business

means the *Insured's* business as described in the *Schedule* and shall include:

1. the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of the *Insured's Employees* and fire, security, first aid and ambulance services;
2. repair or maintenance of vehicles or plant, owned or used by the *Insured*;
3. the ownership, repair, maintenance and decoration of the *Insured's Premises*;
4. participation in exhibitions held in member countries of the European Union in connection with the business specified in the *Schedule*;
5. private work carried out by any *Employee* of the *Insured* (with the consent of the *Insured*) for any director, partner or senior official of the *Insured*.

### Business Hours

means any period during which the *Premises* are open for *Business* and attended by the *Insured* or any authorised *Insured Person*.

### Collusion

means all circumstances in which two or more *Employees* are concerned or implicated together, or materially assist each other, in committing an *Employee Dishonest Act*.

### Compensation

means all sums which the *Insured* shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.

### Computer Breakdown

means the actual breaking, failure, distortion or burning out of any part of the *Computer Equipment*, whilst in ordinary use and arising from:

1. electrical or mechanical defects in the *Computer*



*Equipment* causing its sudden stoppage and necessitating repair or replacement before it can resume normal work; or

2. an artificially generated electrical current, including electric arcing.

#### **Computer Equipment**

means *Hardware, Peripheral Equipment* and *Ancillary Equipment* (including any equipment which, having more than one function, can be used as *Computer Equipment*) the property of the *Insured*, or held by them in trust for which the *Insured* is legally responsible.

#### **Computer Record**

means a unit of *Electronic Data* representing a particular transaction, or inter-related data which describes an event, person or other entity.

#### **Consequential Loss**

means loss (as specified for each insured Item of Section 2) resulting from interruption of, or interference with, the *Business* carried on by the *Insured* at the *Premises*.

#### **Constructional Plant**

means constructional plant, scaffolding, tools and equipment, site huts, demountable and temporary buildings, caravans and other items of a like nature for use in connection with the *Works*, the property of the *Insured* or for which the *Insured* is responsible.

#### **Contents**

means machinery, plant, equipment, *Computer Equipment* furniture, fixtures, fittings, alterations and decorations and all other contents, the property of the *Insured* or held by them in trust for which the *Insured* is legally responsible, whilst contained within the *Premises* to which this insurance applies, but excluding:

1. *Building(s)*;
2. *Stock in Trade*;
3. *Money* and any kind of securities for *Money*;
4. documents, manuscripts and business books, except for an amount not exceeding GBP10,000 in respect of the value of the materials as stationery together with the cost of the clerical labour expended in reproducing such documents, manuscripts and business books;
5. *Computer Records*, except for an amount not exceeding GBP25,000 in respect of the value of the *Data Media* together with the cost of the clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein);
6. patterns, models, moulds, plans and designs, except for an amount not exceeding GBP25,000 in respect of the value of the materials together with the cost of labour expended in Reinstatement;
7. the personal effects (including tools, clothing and pedal cycles) of *Employees*, directors, partners and visitors, except for an amount not exceeding GBP1,000 in respect of any one person;
8. *Glass*;

9. motor vehicles licensed for road use and their accessories;
10. wines, spirits, cigarettes and tobacco goods, except for an amount not exceeding GBP1,000 in respect of any one *Premises*;
11. closed circuit television and security alarm equipment, except for an amount not exceeding GBP10,000 in respect of any one *Premises*.

#### **Contractual Liability**

means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.

#### **Damage**

means physical loss, damage or destruction.

#### **Data Media**

means data carrying materials of all types (other than paper records), both current and back-up, incorporating any stored Programme(s) or *Electronic Data* that is the property of the *Insured* or is leased, hired, rented or licensed to the *Insured*.

#### **Debris Removal**

means costs and expenses necessarily and reasonably incurred by the *Insured* with the prior consent of the *Insurer* to:

1. remove and dispose of debris from; or
2. dismantle or demolish; or
3. shore-up or prop-up the portion or portions of the Property Insured following *Damage*.

The *Insurer* will not pay for any costs or expenses:

- a) incurred in removing debris except from the site of the Property Insured and the area immediately adjacent to such site;
- b) arising from *Pollution* or *Contamination of Property* not insured by this Policy.

#### **Defined Peril**

means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, or impact by any vehicle or animal.

#### **Denial of Service Attack**

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. *Denial of Service Attack* includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

#### **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.

#### **Electronic Instructions**

means any instruction given through the internet, or by means of a computer or electronic verification device.

#### **Employee(s)**

means:

1. any person under a contract of service or apprenticeship with the *Insured*;
2. any labour master or labour only sub-contractor, or person supplied or employed by them;
3. any self-employed person working for and under the control of the *Insured*;
4. any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the *Insured*;
5. a prospective employee, who is undergoing practical work experience, whilst being assessed by the *Insured* as to his or her suitability for employment;
6. any person engaged under a work experience, government training or similar scheme;
7. any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the *Business*, while they are engaged in that work;
8. any person who is a voluntary helper while working under the supervision and control of the *Insured* and in connection with the *Business*.

#### **Employee Dishonest Act(s)**

means any act of fraud or dishonesty, committed by an *Employee* under and during a contract of service with the *Insured* and resident within the *Territorial Limits*, with the clear intent of obtaining an improper financial gain for themselves, or for any other person or organisation intended by the *Employee* to receive such gain. Salaries, commissions, fees or other employee benefits earned in the normal course of employment shall not be regarded as improper financial gains.

#### **Estimated Gross Profit**

means the amount declared by the *Insured* to the *Insurer* as representing not less than the *Gross Profit* which it is anticipated will be earned, by the *Business*, during the financial year most nearly concurrent with the *Period of Insurance* (or proportionate to a multiple thereof where the maximum *Indemnity Period* varies from twelve months).

#### **Estimated Revenue**

means the amount declared by the *Insured* to the *Insurer* as representing not less than the *Revenue* which it is anticipated will be earned, by the *Business*, during the financial year most nearly concurrent with the *Period of Insurance* (or proportionate to a multiple thereof where the maximum

*Indemnity Period* varies from twelve months).

#### **Excess**

means:

1. for the purposes of Sections 1 to 6 and Section 8, the total amount to be borne by the *Insured* and deducted, after the application of *Average*, from each and every claim for *Damage* before the *Insurer* shall be liable to make any payment (in respect of Section 1 the *Excess* shall also apply in respect of each separate *Location*);
2. for the purposes of Sections 7, 9 and 10, the total amount payable by the *Insured*, or any other person entitled to indemnity, in respect of any *Damage* to *Property* arising out of any one *Occurrence* before the *Insurer* shall be liable to make any payment.

If any payment made by the *Insurer* shall include the amount for which the *Insured* or any other person entitled to indemnity is responsible, such amount shall be repaid to the *Insurer* forthwith.

#### **Fungal Pathogens**

means any fungus or mycota, or any by-product or type of infestation produced by fungus or mycota including, but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

#### **Glass**

means:

1. fixed glass and mirrors in or at the *Premises*;
2. window alarm foil, ornamental glass, lettering and silvering;
3. fixed external signs including neon signs

being the property of the *Insured* or for which the *Insured* is responsible.

#### **Gross Profit**

means the amount by which:

1. the sum of the amount of the *Turnover*, less discounts allowed, and the amount of the closing stock, finished goods, raw materials and work in progress shall exceed
2. the sum of the amount of the opening stock, finished goods, raw materials and work in progress and the amount of *Uninsured Working Expenses*.

The amounts of the opening and closing stocks, and work in progress, shall be arrived at in accordance with the *Insured's* normal accountancy methods, due provision being made for depreciation.

#### **Hacking**

means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether or not the property of the *Insured*.

#### **Hardware**

means the physical equipment or units that make up the *Computer Equipment*.





### **Incident**

means accidental *Damage* to *Building(s)* or *Property* situated at the *Premises* and used by the *Insured* for the purpose of the *Business*.

### **Indemnity Period**

means the period beginning with the occurrence of the *Incident* and ending not later than the expiry of the period of months specified in the *Schedule*, during which the results of the *Business* shall be affected in consequence of the *Incident*.

### **Insured**

means the person(s) or corporate body(ies) named as such in the *Schedule* of this Policy.

### **Insured Goods**

means goods which, for the purposes of the *Business*, are the property of the *Insured*, or held by the *Insured* in trust for which the *Insured* is legally responsible.

### **Insured Person**

means any partner, director or *Employee* of the *Insured* whose usual place of employment is at the *Premises*.

### **Intruder Alarm System**

means an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into *Protected Premises*.

### **Insurer**

means the insurance company or Lloyd's syndicate(s) stated in the Policy *Schedule*.

### **Keyholder(s)**

means the *Insured*, or any person or keyholding company authorised by the *Insured* (who must be available at all times to accept notification of faults or alarm signals relating to the *Intruder Alarm System*) to attend and allow access to the *Premises*.

### **Licence**

means the licence issued to the *Insured* under the provisions of the Licensing Act 2003 (and any subsequent legislation governing such licence which is enacted prior to commencement of the *Period of Insurance*, or any other similar legislation in Scotland or Northern Ireland) for the purpose of carrying on the *Business* at the *Premises*.

### **Limit of Indemnity**

means the limit as specified in the *Schedule* and is the maximum amount payable by the *Insurer*.

With regard to Sections 7 Parts A & B, the *Limit of Indemnity* shall apply to the total sum of all claims arising out of any *Occurrence*, irrespective of the number of claims or claimants. With regard to Section 7 Part C, the *Limit of Indemnity* shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of events occurring during the *Period of Insurance*.

With regard to Section 9 the *Limit of Indemnity* shall apply as an aggregate limit in respect of:

1. all *Employee Dishonest Acts* committed throughout the continuance of this insurance by one individual *Employee*, or by more than one *Employee* acting in *Collusion*, irrespective of the number of *Periods of Insurance* during which the insurance by Section 9 shall remain in force (and any insurance issued in substitution or succession);
2. the total sum of all claims during any one *Period of Insurance* irrespective of the number of claims.

### **Loss of Limb**

means physical separation, at or above the wrist or ankle, or the total permanent loss of use of a hand, arm, foot or leg.

### **Loss of Sight**

means permanent and total loss of sight in one or both eyes.

### **Maintenance Period**

means the period during which the *Insured* are responsible, under the terms of the contract governing the *Works*, for rectifying defects. The *Maintenance Period* shall not exceed a period of twelve months.

### **Money**

means money that is the property of the *Insured*, or for which the *Insured* is legally responsible, consisting of:

1. negotiable instruments, which must be current coinage, bank and currency notes, uncrossed cheques, Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards;
2. non-negotiable instruments, which must be any crossed instrument being a cheque, money or postal order, traveller's cheque, Giro draft, banker's draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

For the purposes of Section 9, *Money* shall also include monetary balances and investments held to the credit of the *Insured* by a financial institution.

### **Occurrence**

means any one event, or all events of a series consequent upon, or attributable to one source or original cause.

### **Offshore**

means from the time of embarkation by an *Employee*, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that *Employee*,



from a conveyance onto land, upon return from an offshore rig or offshore platform.

#### **Outbuildings**

means any building that is subsidiary to the *Building(s)*, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed, hut, lean-to greenhouse, hay loft or barn.

#### **Outstanding Debit Balances**

means the total outstanding debit balances last recorded by the *Insured* before the date of the *Incident*, adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the *Incident*) to customers' accounts in the period between the date to which the last record relates and the date of the *Incident*;
3. any abnormal condition of trade which had or could have had a material effect on the *Business*

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

#### **Overnight**

means between 21:00 hours and 07:00 hours.

#### **Period of Insurance**

means the period specified in the *Schedule*, or such other period(s) as may be agreed by the *Insurer*.

#### **Peripheral Equipment**

means *Hardware* not contained within the main processing computer, such as but not limited to terminals, modems, local area network cabling and infrastructure, separate storage devices and other devices that can be operated under computer control.

#### **Permanent Total Disablement**

means permanent disablement entirely preventing the *Insured Person* from engaging in, or attending to any occupation for which the *Insured Person* is reasonably fitted by reason of education, training or experience.

#### **Pollution or Contamination**

means:

1. the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere; and
2. all loss, *Damage to Property*, or *Bodily Injury*, directly or indirectly caused by or arising from such pollution or contamination as described in 1. above.

#### **Premium**

means the amount payable by the *Insured* specified as such in the *Schedule*.

#### **Premises**

means the premises stated in the *Schedule*, or in any Endorsement(s), and used by the *Insured* for the purposes of the *Business*.

#### **Principal**

means any person, employer, firm, company, ministry or authority for whom the *Insured* is carrying out a contract or agreement for the performance of work.

#### **Product Supplied**

means any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through the *Insured*, in the course of the *Business* in or from the *United Kingdom*.

#### **Professional Fees**

means architects, surveyors, consulting engineers, legal and other professional fees necessarily and reasonably incurred in the Reinstatement of the Property Insured, but not for preparing a claim under this insurance.

#### **Property**

shall mean material or tangible property.

#### **Property at Exhibition**

means exhibits, including the stand and its furnishings and equipment, the property of the *Insured* or held by them in trust for which the *Insured* is legally responsible, whilst such property is at any exhibition, or in *Transit* to or from any exhibition, including loading, temporary housing en-route and unloading.

#### **Protected Premises**

means the *Premises*, or those portions of the *Premises*, protected by the *Intruder Alarm System*.

#### **Rate of Gross Profit**

means the rate of *Gross Profit* earned on the *Turnover* during the financial year immediately before the date of the *Incident*.

#### **Rent**

means rent which continues to be legally payable by the *Insured* whilst the *Premises* are rendered unusable as a result of *Damage* but only in respect of the period reasonably necessary for their Reinstatement and not exceeding the maximum period stated in the *Schedule*.

#### **Rent Receivable**

means the *Money* paid or payable to the *Insured* for accommodation provided in the course of the *Business* at the *Premises*.



### Responsible Person

means the *Insured* or any other person authorised by the *Insured* to be responsible for the security of the *Premises*.

### Revenue

means the *Money* paid or payable to the *Insured* for the *Business* activities as stated in the *Schedule* or as amended by Endorsement.

### Sanitary Fittings

means fixed items of sanitary ware, the property of the *Insured*, or for which the *Insured* is responsible, situated within the *Premises*.

### Schedule

means the Schedule of Insurance attaching to and forming part of this Policy.

### Software

means any programme(s) characterised as systems or application software and to invoke processing or facilitate the writing of any programme(s).

### Standard Rent Receivable

means the *Rent Receivable* during that period in the twelve months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

*Annual Rent Receivable* and *Standard Rent Receivable* are subject to such adjustments as may be necessary to provide for the trend of the *Business* and for variations in or other circumstances affecting the *Business*, either before or after the date of the *Incident*, or which would have affected the *Business* had the *Incident* not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

### Standard Revenue

means the *Revenue* during that period in the twelve months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

### Standard Turnover

means the *Turnover* during that period in the twelve months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

### Stock in Trade

means stock and materials in trade, including finished stock and work in progress, the property of the *Insured* and goods in trust for which the *Insured* is legally responsible.

### Subsidiary

means any entity of which the *Insured* either owns more than 50% of the voting rights, or owns more than 50% of total issued share capital.

### Sum Insured

means the Sum Insured as stated in the *Schedule* applicable to the particular Item or Section.

### Temporary Total Disablement

means temporary disablement entirely preventing the *Insured Person* from engaging in, or attending to their usual occupation.

### Territorial Limits

means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (unless expressly stated to the contrary in Sections 1 to 10 of this Policy, the *Schedule* or any Endorsement which may be attached to this Policy).

### Terrorism

means:

1. for the purposes of Section 6, acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the *United Kingdom* or any other government de jure or de facto;
2. for the purpose of all other Sections, the actual or threatened:
  - a) use of force or violence against persons or *Property*; or
  - b) commission of an act dangerous to human life or *Property*; or
  - c) commission of an act that interferes with or disrupts an electronic or communication system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:

- i. the reasonably apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
- ii. the reasonably apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- iii. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

### Transit

means in the course of being:

1. conveyed by, or temporarily housed in or upon a land vehicle or trailer, owned or operated by the *Insured*;
2. conveyed by, or in the charge of a carrier (not being the *Insured*) for the purpose of transportation through any means by that carrier;
3. conveyed by any other means of transit agreed by Endorsement to this Policy;
4. loaded onto or unloaded from the means of



conveyance described in any of the above anywhere within the *Territorial Limits*.

### Treasury

means the Lords Commissioners of Her Majesty's Treasury from time to time, or any successor relevant authority.

### Turnover

means the *Money* paid or payable to the *Insured* for goods sold and delivered and for services rendered in the course of the *Business* at the *Premises*.

### Unattended

means not under the direct supervision of an authorised person who is either inside, or within two metres of the vehicle.

### Uninsured Working Expenses

means the cost of purchases (less discounts received), carriage, freight, packing, discounts allowed or bad debts or as otherwise stated in the *Schedule*.

### United Kingdom

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

### Unlawful Association

means any organisation which is engaged in *Terrorism* and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

### Unoccupied

means closed for *Business*, or not occupied for its usual *Business* purposes, for any period of more than thirty consecutive days.

### Virus or Similar Mechanism

means any programme code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect any computer programme(s), data files or operations, whether involving self-replication or not. Virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs.

### Works

means the temporary or permanent works executed, or in the course of being executed, for the performance of any contract (not originally scheduled for a duration longer than three years, exclusive of the *Maintenance Period*) undertaken in connection with the *Business*, including materials and goods supplied by reason of the contract and other materials for use in connection therewith.

## SECTION 11 – ESSENTIAL BUSINESS LEGAL

Please read this policy section carefully and in full to familiarise yourself with the terms and conditions, as well as the:

- Legal and tax advice helpline
- Business legal services website
- Claims procedure.

The terms, conditions and definitions in this policy section are unique to this policy section. If **you** are unsure about anything in this document, please contact whoever **you** purchased **your** policy from.

### Make a claim 0117 917 1698

Report a claim between 9am and 5pm weekdays (except bank holidays) or go online [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

### Telephone helplines

24/7 legal advice on business matters within EU law

**0344 571 7978**

Redundancy approval 9am to 5pm weekdays (except bank holidays) **0117 917 1698**

UK tax advice 9am to 5pm weekdays (except bank holidays)

**0344 571 7978**

### Crisis communication 0344 571 7964

### Confidential counselling 0333 000 2082

### Business Legal Service

Register today at:

[www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown in your policy schedule to access the law guide and download legal documents to help with commercial legal matters.

### Main benefits of Essential Business Legal

Cover empowers **you** to protect **your** legal rights in the future. With support from ARAG **you** could be protected from legal costs arising from:

- employment disputes (including TUPE) & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- employees' extra protection & identity theft
- crisis communication
- contract & debt recovery (optional).

### Who is ARAG?

ARAG's UK operation provides a nationwide service from **our** Bristol Head Office. **We** are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.5 billion.



It has always been **our** vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind **we** provide innovative and affordable products to both companies and individuals.

**We** are committed to providing **our** customers with guidance, advice and security, both now and in the future. **We** recognise that **we** will only grow by ensuring that **we** provide excellent products and an outstanding service to **our** customers.

## IMPORTANT INFORMATION

**Helplines (All subject to fair and reasonable use).**

### Legal and tax advice 0344 571 7978

If **you** have a legal or tax problem relating to **your** business, **we** recommend **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Redundancy approval 0117 917 1698

**We** can arrange for specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

### Crisis communication 0344 571 7964

Where **you** need help to respond to negative publicity or media attention **you** can access professional public relations support and crisis communication services.

### Counselling assistance 0333 000 2082

For an **employee** (including family members permanently living with them) needing confidential help and advice, **our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety from personal problems to bereavement.

### Claims procedure

If **you** need to make a claim, **you** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own lawyer or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
2. **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

3. **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under this policy section, **we** will write to **you** either:
  - a) confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
  - b) if the claim is not covered, explaining in full why and whether **we** can assist in another way.
5. When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the cost of **your** claim, in the unlikely event that the **insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

### Essential Business Legal

This policy section is evidence of the contract between **you** and the **insurer**. This policy section and schedule shall be read together as one document. Terms that appear in bold face type have special meanings. Please read **Meanings of Words & Terms** for more information.

### Your policy section cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** (and compensation awards under Insured event 2 Employment compensation awards) up to the limit of indemnity and aggregate limit specified in **your** policy schedule for all claims related by time or originating cause including the cost of appeals subject to all the following requirements being met:

1. **You** have paid the insurance premium;
2. The **insured** keeps to the terms of this policy section and cooperates fully with **us**;
3. The Insured event arises in connection with the business shown in the schedule and occurs within the **territorial limit**;
4. The claim:
  - a) always has **reasonable prospects of success**;
  - b) is reported to **us**:
    - i. during the **period of insurance**
    - ii. as soon as the **insured** first becomes aware of circumstances which could give rise to a claim;
5. Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim:
  - a) to be heard by the **small claims court** or an Employment Tribunal; and/or
  - b) before proceedings have been or need to be issued;
6. Any dispute will be dealt with through mediation or by



a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

## INSURED EVENTS COVERED A – LEGAL EXPENSES

### 1. Employment

A dispute between **you** and **your employee**, ex-**employee**, or a prospective **employee**, arising from a breach or an alleged breach of their:

- a) contract of service with **you**; and/or
- b) related legal rights.

A claim can be made under this policy section provided that all internal procedures as set out in the:

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

#### What is not covered under Insured event 1

Any claim relating to:

1. the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal;
2. redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy section, except where **you** have had equivalent cover in force up until the start of this policy section;
3. **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal;
4. a pension scheme where actions are brought by 10 or more **employees** or ex-**employees**.

### 2. Employment compensation awards

Following a claim **we** have accepted under Insured event 1 Employment, the **insurer** will pay any:

- a) basic and compensatory award;
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013

awarded against **you** by a tribunal; or

- c) an amount agreed by **us** in settlement of a dispute.

Provided that:

- i. **reasonable prospects of success** exist for a wholly successful defence throughout; and
- ii. compensation is:
  - agreed through mediation or conciliation or under a settlement approved in advance by

**us**; or

- awarded by a tribunal judgment after full argument unless given by default

#### What is not covered under Insured event 2

Compensation awards and settlements relating to:

1. trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council;
2. money due owed under a contract to an **employee** under a contract or a statutory provision relating thereto;
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

### 3. Employment restrictive covenants

- a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages, provided that the restrictive covenant:
  - i. is designed to protect **your** legitimate business interests; and
  - ii. is evidenced in writing and signed by **your employee** or ex-**employee**; and
  - iii. extends no further than is reasonably necessary to protect the business interests; and
  - iv. does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

### 4. Tax protection

- a) A formally notified enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners.
- b) A dispute about **your** compliance with regulations relating to:
  - i. Value Added Tax; or
  - ii. Pay As You Earn; or
  - iii. Social Security; or
  - iv. National Insurance Contributions; or
  - v. the Construction Industry Scheme; or
  - vi. IR35following a compliance check by HM Revenue & Customs.
- c) An enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs provided that:
  - i. all returns are completed and have been submitted within the statutory timescales permitted;
  - ii. **you** keep proper records in accordance with statutory requirements;
  - iii. in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.



#### What is not covered under Insured event 4

Any claim relating to:

1. tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless or deliberate misstatements;
2. an investigation by the Fraud Investigation Service of HM Revenue & Customs;
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements;
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;
5. **your** failure to register for VAT.

#### 5. Property

A dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes physical damage to **your** material property;
- b) following a public or private nuisance or trespass;
- c) which **you** wish to recover or repossess from an **employee** or ex-**employee**.

#### What is not covered under Insured event 5

Any claim relating to:

1. a contract between **you** and a third party except for a claim under 5 c)
2. goods in transit or goods lent or hired out;
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority;
4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

#### 6. Legal defence

- a) A criminal investigation and/or enquiry by:
  - i. the police;
  - ii. a health & safety authority; or
  - iii. other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the **insured** being prosecuted.
- b) An offence or alleged offence which leads to the **insured** being prosecuted in a court of criminal jurisdiction.
- c) A motor prosecution brought against **your** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

#### What is not covered under Insured event 6

Any claim relating to a parking offence.

#### 7. Compliance & regulation

- a) Receipt of a Statutory Notice served against which **you** wish to appeal.
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.

- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **you** for compensation under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) including compensation awarded against **you** provided that **you** are registered with the Information Commissioner.

#### What is not covered under Insured event 7

Any claim relating to:

1. the pursuit of an action by **you** other than an appeal;
2. a routine inspection by a regulatory authority;
3. a Health and Safety Executive Fee for Intervention.

#### 8. Statutory licence appeals

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

#### 9. Loss of earnings

The **insured's** absence from work to attend court, tribunal, arbitration, a professional body's disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

#### What is not covered under Insured event 9

Any sum which can be recovered from the court or tribunal.

#### 10. Employees' extra protection

At **your** request:

- a) where civil proceedings are issued against **your employee**:
  - i. for unlawful discrimination; or
  - ii. in their capacity as a trustee of a pension fund set up for the benefit of **your employees**;
- b) where an **insured** or a member of their family suffers physical bodily injury or death as a result of a sudden event;
- c) a claim arising from personal identity theft targeted at **your** directors and/or partners.

#### What is not covered under Insured event 10a) & b)

Any claim relating to:

1. defending **you**;
2. a condition, illness or disease which develops gradually over time.

#### 11. Crisis communication

Following an event which causes **your** business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your** business, **we** will:

- a) liaise with **you** and **your** solicitor (whether the



solicitor is an **appointed advisor** under this policy section, or acts on **your** behalf under any other policy), to draft a media statement or press release; and/or

- b) arrange, support and represent an **insured** at a press conference; and/or
- c) prepare communication for **your** customers and/or a telephone or website script or social media messaging

provided that **you** have sought and followed advice from **our** Crisis communication helpline.

#### What is not covered under Insured event 11

Any claim relating to:

- 1. **legal costs & expenses** in excess of GBP10,000;
- 2. matters that should be dealt with through **your** normal complaints procedures.

#### Optional cover

##### 12. Contract & debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

#### What is not covered under Insured event 12

Any claim relating to:

- 1. an amount which is less than GBP200;
- 2. the letting, leasing or licensing of land or buildings where **you** act as the landlord;
- 3. the sale or purchase of land or buildings;
- 4. loans, mortgages, endowments, pensions or any other financial product;
- 5. computer hardware, software, internet services or systems which:
  - a) have been supplied by **you**; or
  - b) have been tailored to **your** requirements;
- 6. a breach or alleged breach of a professional duty by an **insured**;
- 7. the settlement payable under an insurance policy;
- 8. a dispute relating to an **employee** or **ex-employee**;
- 9. adjudication or arbitration.

#### WHAT IS NOT COVERED BY THIS POLICY SECTION (APPLICABLE TO THE WHOLE POLICY SECTION)

The **insured** is not covered for any claim arising from or relating to:

- 1. **legal costs & expenses** or compensation awards incurred without **our** consent;

- 2. any actual or alleged act, omission or dispute happening before, or existing at the start of this policy section, and which the **insured** knew or ought reasonably to have known could lead to a claim;
- 3. an allegation against the **insured** involving:
  - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to Insured event 11 Crisis Communication);
  - b) the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration;
  - c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- 4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured event 1 Employment), or loss or damage to property owned by the **insured**;
- 5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants);
- 6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;
- 7. franchise or agency agreements;
- 8. a judicial review;
- 9. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6;
- 10.
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed;
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy section, the burden of proving the contrary shall be upon the **insured**;
- 11. The payment of fines, penalties or compensation awarded against the **insured** (except as covered under Insured event 2 Employment compensation awards or





7d) or costs awarded against the **insured** by a court of criminal jurisdiction.

## POLICY SECTION CONDITIONS

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions, the **insurer** can cancel this policy section, refuse a claim, or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens.

### 1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them;
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**;
- d) keep **legal costs & expenses** as low as possible;
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below, the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
  - i. **we** agree to start proceedings or proceedings are issued against an **insured**; or
  - ii. there is a conflict of interestthe **insured** may choose a qualified **appointed advisor** except where the **insured's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them including rates which may be lower than those available from other firms).
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- e) In respect of pursuing a claim under Insured event 12 Contract & debt recovery **you** must enter into a

**conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

### 3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) An **insured** must have **your** agreement to claim under this policy section.

### 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

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

### 6. Arbitration

If any dispute between the **insured** and **us** arises from this policy section, the **insured** can make a complaint to **us** as described on the back page of this policy section and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service, the **insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **we** fail to agree on a suitable person to arbitrate the matter, **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

### 7. Other insurance

The **insurer** will not pay more than their fair share



(rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy section did not exist.

#### 8. **Fraudulent claims and claims tainted by dishonesty**

- a) If the **insured** makes any claim which is fraudulent or false, this policy section shall become void and all benefit under it will be lost.
- b) An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
  - i. affected **our** assessment of **reasonable prospects of success**; and/or
  - ii. prejudiced any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs & expenses** under this policy section irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of the **insured's** claim.

#### 9. **Cancellation**

- a) **You** may cancel this policy section:
  - i. within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
  - ii. at any other time by giving **us** at least 21 days written notice and the **insurer** will refund the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel this policy section at any time by giving at least 21 days written notice to **you**.

The **insurer** will refund the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- i. where the party claiming under this policy section fails to co-operate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests;
- ii. where the **insured** uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers;
- iii. where **we** reasonably suspect fraud.
- c) The **insurer** may also cancel this policy section and refund the premium for the unexpired period if at any time **you**:
  - i. enter into a voluntary arrangement or a deed of arrangement;

- ii. become bankrupt, are placed into administration, receivership or liquidation;
- iii. have **your** affairs or property in the care or control of a receiver or administrator.

The **insurer** also reserves the right to withdraw from any claim.

#### 10. **Acts of parliament, statutory instruments, civil procedure rules & jurisdiction**

All legal instruments and rules referred to within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy section will be governed by English law.

#### 11. **Data Protection**

Please refer to the Personal Information section under NOTICE TO THE INSURED at the front of this policy.

#### 12. **Contracts (Rights of Third Parties) Act 1999**

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy section under the Contracts (Rights of Third Parties) Act 1999.

## MEANING OF WORDS & TERMS

Certain words and terms contained in this policy section have been defined as they have the same meaning wherever they appear.

#### **Appointed advisor**

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

#### **Collective conditional fee agreement**

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees:

- a) in full where the **insured's** claim is successful; or
- b) in part or not at all where the **insured's** claim is unsuccessful.

#### **Conditional fee agreement**

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees:

- a) in full where the **insured's** claim is successful; or
- b) in part or not at all where the **insured's** claim is unsuccessful.

#### **Employee**

A worker who has or alleges they have entered into a contract of service with **you**, provided they have been declared to **us**.

#### **Insured**

1. **You, your** directors, partners, managers, officers and



- employees** of **your** business.
- The estate, heirs, legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
  - A person declared to **us**, who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

#### Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

#### Legal costs & expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- Reasonable accountancy fees reasonably incurred under Insured event 4 Tax by the **appointed advisor** and agreed by **us** in advance.
- Your employee's** basic wages or salary under Insured event 9 Loss of earnings in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under Insured event 11 Crisis communication.

#### Period of insurance

The period shown in the schedule to which this policy section attaches.

#### Reasonable prospects of success

- Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
  - In criminal prosecution claims where the **insured**
    - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
    - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
  - In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.
- Where it has been determined that reasonable prospects of success as set out in 1., 2. and 3. above

do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

#### Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than GBP3,000 or the equivalent jurisdiction in the United Kingdom where the policy section applies.

#### Territorial limit

For Insured events 6 Legal defence, 7 Compliance & regulation and 12 Contract & debt recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

#### We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

#### You/Your

The business named in the schedule, including any subsidiary and/or associated companies declared to **us**.

Signed by



Managing Director of ARAG plc

## HOW WE HANDLE COMPLAINTS

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

Telephone: 0117 917 1561

(hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

### Step 2

Should **you** remain dissatisfied **you** can pursue **your**



complaint further with Lloyd's. They can be reached in the following ways:

Telephone: 0207 327 5693

Fax: 0207 327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

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

Post: Lloyd's, One Lime Street, London EC3M 7HA.

### Step 3

If Lloyd's is not able to resolve the complaint to **your** satisfaction then **you** may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

Telephone: 0800 023 4567 if calling from a landline or

Telephone: 0300 123 9123 if calling from a mobile

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the **insurer** Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

[www.arag.co.uk](http://www.arag.co.uk)

EBLPWGBU.09-16BL





[www.gbunderwriting.co.uk](http://www.gbunderwriting.co.uk)

GB UNDERWRITING

Little Braxted Hall Little Braxted Witham Essex CM8 3EU

T 01376 515702 F 01376 515122 [www.gbunderwriting.co.uk](http://www.gbunderwriting.co.uk)

GB Underwriting Limited is an independent underwriting agency which is authorised and regulated by the Financial Conduct Authority. FCA No. 304281.  
Company Registration No. 4692971. GB Underwriting Ltd, Little Braxted Hall, Little Braxted, Witham, Essex, CM8 3EU.

KURTZ v18