



SHOPS

Policy



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Welcome to RSA. Thank you for choosing **Us** as **Your** insurer.

About Your insurance Policy

Your insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact** and the **Schedule** which shows the sums insured, **Our Limits of Liability**, the premium **You** will pay and any other terms which apply to **Your Policy**.

You should read the **Statement of Fact, Schedule** and the **Policy** wording together, to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy**, and are listed under "Definitions" at the end of the **Policy**.

We have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

The insurance contract

This Insurance Policy is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** prior to the commencement of the Policy, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the Statement of Fact checked, **We** will accept this as being a fair presentation of the risk.

We will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

This **Policy** has been issued by Royal & Sun Alliance Insurance plc.

Customer Care Services

As part of **Our** commitment to customer care, **We** have provided additional services to help **You** when **You** need it most.

Claims Helpline

We recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)**

0345 300 4006

(Please quote **Your Policy number**)

Emergency Repairs

Should emergency repairs be needed to **Your Property**, **We** will put **You** in touch with a tradesman from our carefully selected panel. **You** will have to pay the cost of any work done, but where the **Damage** is caused by an insured **Event**, **You** can of course submit the cost as part of **Your** claim. Whatever the nature of the emergency, **You** just need to make a single phone call.

Catastrophe Claim

If **You** are faced with a major catastrophe, such as a serious fire or flood, **We** recognise that **You** will need expert assistance immediately. **We** will send a representative to help **You** in a major crisis, 24 hours a day, 365 days a year.

Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

01455 251500

(Please quote reference number **70108**)

Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE.

- 1 Fire, smoke, lightning, explosion and earthquake.

- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

- 3 Storm or flood.

- 4 Escape of water from any tank, apparatus, pipe or appliance.

- 5 Impact by
 - A) any road vehicle including any fork lift truck or other industrial vehicle or
 - B) an aircraft or other aerial devices or articles dropped from them or
 - C) an animal.

- 6 Accidental escape of water from any automatic sprinkler installation.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
 - 3 **Damage** arising from stoppage of work.
 - 4 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
 - 5 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** caused solely by change in the **Water Table Level**.
 - 3 **Damage** caused by frost, **Subsidence, Ground Heave or Landslip**.
 - 4 **Damage** caused to fences, gates and moveable **Property** in the open.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** by water discharged or leaking from an automatic sprinkler installation.
 - 3 **Damage** in respect of any **Building** which is empty or not in use.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** in respect of any **Building** which is empty or not in use.
 - 3 **Damage** by heat caused by fire.

What is covered

- 7 Theft or attempted theft.

- 8 **Subsidence, Ground Heave or Landslip.**

- 9 Oil escaping from a fixed heating installation or connected apparatus.
- 10 Falling trees or their branches.
- 11 Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.
- 12
 - A) Accidental breakage of fixed **Glass** and fixed sanitary ware
 - B) Accidental **Damage** to neon and illuminated signs and electric light fittings

forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** which does not involve
 - A) entry to or exit from that part of the **Building** solely occupied by **You** for the purpose of the **Business** by forcible and violent means or
 - B) actual or threatened assault or violence

other than **Damage** to closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes belonging to **You** or for which **You** are responsible and which are securely fixed to the external structure of the **Buildings**.
 - 3 **Damage to Property** in any part of the **Building** not occupied by **You** for the purpose of the **Business**.
 - 4 **Damage** to lead forming part of the exterior of the **Premises**.
 - 5 **Damage** to moveable **Property** in the open.
 - 6 **Damage to Property** in any outbuilding.
 - 7 **Damage to Money** and securities of any description.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
 - 3 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
 - 4 **Damage** arising from normal settlement or bedding down of new structures.
 - 5 **Damage** commencing prior to the granting of cover under this Insurance.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 The cost of replacing the oil.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 The cost of replacing the alcoholic and soft drinks.
 - 3 Leakage of bottled stock.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage**
 - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
 - B) while the **Premises** are empty or not in use
 - C) existing prior to the commencement of this Insurance and not subsequently replaced.
 - 3 Any amount in excess of £10,000 any one loss.

What is covered

13 Any other accident.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by any of the **Events** 1 – 12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 3 **Damage** to any **Property** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause
 - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** caused by
 - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests 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) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originatesbut not
 - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**.
- 5 **Damage** caused by pollution or contamination.
- 6 **Damage** caused by acts of fraud or dishonesty.
- 7 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 8 **Damage** to a building or structure caused by its own collapse or cracking.
- 9 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
- 10 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 11 **Damage** to **Property** in transit.
- 12 **Damage** to **Money** and securities of any description.
- 13 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 14 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Extinguishment Expenses

The costs incurred by **You** in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured **Damage** to the **Property Insured**.

2 Emergency Services

Damage to landscaped gardens and grounds caused by the emergency services when attending the **Premises** as a result of **Damage** by any of the insured **Events** 1 to 13 of this Insurance.

3 Trace and Access and Repair or Replacement

Damage occurring as a result of escape of water or oil as insured by **Events** 4, 6 and 9 including

- A) the costs necessarily incurred in locating the source of such **Damage**
- B) the costs necessarily incurred in repairing and making good any **Damage** caused in locating the source of the **Damage** and
- C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

4 Glazing Repairs

The costs of

- A) any necessary boarding up or temporary glazing in order to secure the **Premises** pending replacement of broken **Glass** if a replacement cannot be made at the same time
- B) removing and re-fixing window fittings, framework and other obstacles to replacement
- C) repairing or replacing window frames
- D) replacing fixed **Glass** and sanitary ware in any part of the **Buildings** at the **Premises** also occupied by **You** as a private dwelling provided that such **Glass** and sanitary ware are not insured on another policy

incurred as a result of **Damage** by any of the insured **Events** 1 –13 of this Insurance.

5 Theft Cover Extension

- A) The cost of repairing **Damage** to the **Buildings** as a result of theft (whether or not the **Buildings** are insured by this Insurance) if **You** are responsible for the repairs and the **Damage** is not insured by another policy.
- B) The expenses incurred up to £1,000 in necessarily replacing locks to the **Buildings** or any safes or strongrooms in them following theft of keys from such **Buildings** or from the residence of any of **Your** authorised keyholding directors, partners or **Employees**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £10,000 any one loss.

- 1 Any amount in excess of £10,000 any one loss including **Damage** covered by **Event** 12.

- 1 **Damage** to **Buildings** which **You** own but have failed to insure under this **Policy** or any other policy.

What is covered

6 Repair Costs

Repair costs for which **You** are responsible in respect of **Damage** to

- A) the **Buildings** caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes
- B) underground water, gas and drainpipes or electricity cabling extending from the **Buildings** to the public mains.

7 Unauthorised Use of Electricity, Gas or Water

The cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority.

8 Loss of Metered Water

The additional metered water charges incurred by **You** as a result of **Damage** caused by any of the **Events** insured.

The amount payable shall be ascertained by comparing the charge made by the water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting **Your** liability for metered water charges during such period.

9 Property at Other Locations

Damage to

- A) documents and business books whilst removed from the **Premises** to any location and whilst in transit
- B) any other **Property Insured** (excluding vehicles licensed for road use) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of £2,500 in any one **Period of Insurance**.
 - 3 **Damage** unless
 - A) the **Premises** have been inspected weekly by **You** or a responsible person on **Your** behalf prior to the unauthorised occupation of the **Premises**
 - B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of £10,000 any one loss.
 - 3 Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Any amount in excess of the following amounts
 - A) in respect of documents and business books
£25,000 any one loss
 - B) in respect of any other **Property Insured**
the **Limit of Liability** shown in the **Schedule** for Contents temporarily removed but not exceeding £250,000 any one loss.
 - 3 **Damage** by theft from
 - A) any building not permanently occupied by **You** for the purpose of the **Business** unless the building is securely locked
 - B) any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
 - C) any vehicle which is away from **Your** own **Premises** or a site where **You** are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park.
 - 4 Any **Property** that is insured on another policy.
 - 5 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule** for Contents temporarily removed.

What is covered

10 Alterations and Additions – Buildings, Shop Front, Tenant's Improvements and General Contents

Alterations or additions made to any **Buildings** or **Shop Front** insured or **Buildings, Shop Front, Tenant's Improvements** or **General Contents** acquired or constructed during the **Period of Insurance** at any **Premises** covered by this Insurance or elsewhere in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man. Cover will be subject to the terms of this Insurance and will apply from the time from which **You** became responsible for such **Property** until the next renewal of the **Policy** at which date specific insurance should be effected.

The sum insured (and **Declared Value**) by each item shall be deemed to be increased for that period only by the value of the additional **Property** insured under the item but by not more than 10% and subject to **Our** liability not exceeding £500,000 in respect of additional **Property** at any one premises.

11 Seasonal Increase in Stock

An increase in the sum insured on **Stock** for the Amount of Increase and Period(s) of the year shown in the **Schedule**.

12 Index Linking

An adjustment in the sums insured (and **Declared Values** where appropriate) shown on the **Schedule**, excluding **Rent**, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage to Property** insured on another policy.

THIS INSURANCE ALSO DOES NOT COVER

1 Marine Policies

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

2 Sonic Bangs

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

3 War and Allied Risks

Damage caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

What is covered

What is not covered

4 Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property Insured** caused by

- A) pollution or contamination which itself results from any **Event** insured (other than **Event 13**)
- B) any **Event** insured (other than **Event 13**) which itself results from pollution or contamination.

5 Radioactive Contamination

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 of it.

6 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means

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.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

What is covered

What is not covered

7 Electronic Risk

- A) **Damage to Data** which shall include but shall not be limited to
- i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage to the Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from any of the **Events** insured provided that such **Damage** does not arise by reason of any malicious act or omission.

Property Damage Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** by any **Event** covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated **Limit of Liability**.

How We settle claims for Damage to Buildings, Shop Front, Tenant's Improvements and General Contents

(other than motor vehicles, directors', partners' and **Employees'** personal effects, documents, business books, photographs, films and transparencies)

As long as the **Damage** is covered under this Insurance **We** will pay **You**

Cost A

The cost of reinstatement which is

- 1 the cost of rebuilding where the **Property** is destroyed or the cost of replacement by similar **Property** in the case of **General Contents**
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
- 2 within such further time as **We** may allow in writing

excluding

- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
- 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

The cost of removing debris which is the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** excluding any costs or expenses

- 1 incurred in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
- 2 arising from pollution or contamination of **Property** not insured by this Insurance.

Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the **Property** but not for preparing any claims.

Additional factors when settling these claims

The work of reinstatement on another site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability.

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

- 1 until the cost of reinstatement has actually been incurred
- 2 if the work of reinstatement is not carried out as quickly as is reasonably practicable
- 3 if at the time of its **Damage** the **Property** is covered by any other insurance effected by **You** or on **Your** behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
- 4 if in the **Schedule** it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies **We** will pay the value of the **Property** at the time of its destruction or the amount of the **Damage** including the cost of

- complying with Public Authorities' requirements
- removing debris
- professional fees

as defined in Costs B, C and D above and subject to the provisions and exceptions applying to those costs.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the **Declared Value** applying to the relevant **Buildings, Shop Front, Tenant's Improvements** and **General Contents** item is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

Insurable Amount is the total of the above Costs A, B, C and D in reinstating the **Property Insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

However, if the loss is settled under the Alternative Basis of Settlement the **Declared Value** of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be the total of the value at the time of the **Damage** of the **Property** insured by the item and the additional Costs B, C and D above.

How We settle claims for Damage to documents, business books, photographs, films and transparencies

In respect of Damage to documents and business books

We will pay **You**

- 1 the value of the materials as stationery
- 2 the cost of clerical labour in writing up such documents
- 3 the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding
 - A) the value to **You** of the information
 - B) any amount in excess of £25,000 any one loss
- 4 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
 - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
 - B) arising from pollution or contamination of **Property** not insured by this Insurance.

In respect of Damage to photographs, films and transparencies

We will pay **You** the cost price or current printing cost of such photograph, film or transparency and not any cost involved in re-shooting.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay **You**

- 1 the value of the **Property** at the time of its destruction or the amount of the **Damage**

- 2 the cost incurred with **Our** consent in removing debris, dismantling, demolishing, shoring up and propping portions of the **Property** but excluding any costs or expenses incurred
 - A) in removing debris except from the site of such damaged **Property** and the area immediately adjacent to it
 - B) arising from pollution or contamination of **Property** not covered by this Insurance.

Sub Post Offices

If **You** are responsible for **Stock** belonging to the Post Office

- 1 **We** will not cover **Damage**
 - A) for which the Post Office does not seek reimbursement
 - B) which is in any way brought about by **You** or any member of **Your** household or **Business** staff
- 2 the most **We** will pay in respect of such **Stock** is £2,000 any one loss.

Artwork and Pictures

The most **We** will pay for **Damage** to any picture, painting or work of art is £2,500 in respect of any one item.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Stock** or other insured **Property** not specifically provided for is less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the value at the time of **Damage** of the **Property** insured by the item.

How We settle claims in respect of Rent of Buildings which suffer Damage

We will pay **You**

- 1 the actual reduction in **Rent** received solely as a result of the **Damage** if the loss relates to **Rent** receivable by **You**
- 2 the amount of **Rent** which continues to be payable by **You** in respect of the **Buildings** or portions of the **Buildings** whilst unfit for occupation solely as a result of the **Damage** if the loss relates to **Rent** payable by **You**

but **Our** liability shall be limited to the loss suffered within the **Period of Rent** insured (as shown in the **Schedule**) commencing from the date of the **Damage**.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Rent** is less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the annual **Rent** receivable or payable as the case may be at the commencement of the **Period of Insurance**. Such amount to be proportionately increased to correspond with the **Period of Rent** insured where that period exceeds twelve months.

Other considerations when settling any claims under this Insurance

Designation

Where necessary the item heading under which any **Property** is insured shall be determined by the designation under which such **Property** appears in **Your** books.

Workmen

We accept that this Insurance will not be prejudiced by the presence of workmen on the **Premises** for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

When We reinstate or replace Property

We may at **Our** own option reinstate or replace any **Property** destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

Plans and documents in support of a claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Transfer of interest

If at the time of any insured **Damage** to any **Buildings** covered by this Insurance **You** shall have contracted to sell **Your** interest in such **Buildings** and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such **Damage**. Such benefit shall be without prejudice to **Your** or **Our** rights and liabilities under this Insurance and up to the date of completion of the purchase provided the **Property** is not insured by the purchaser or on his behalf against such **Damage** on another policy.

Automatic reinstatement after a loss

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage** the applicable sum insured (or other restriction on the amount of **Our** liability under this Insurance) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of **Damage** by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each **Period of Insurance**.

Requirements which You must comply with to prevent loss or Damage

Fire Extinguishing Appliances

You shall maintain all fire extinguishing appliances in efficient working order.

Security Precautions

It is a requirement of this Insurance that whenever the **Business Premises** are left unattended **You** ensure that

- A) all locks, bolts and other protective devices are in full and effective operation
- B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

Further, where **We** have specified in **Your Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is a requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**

- 1 **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.
- 2 **You** shall ensure the **Business Premises** are not left unattended
 - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
 - B) if police response to alarm calls has been withdrawn without **Our** written agreement.
- 3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.
- 4 **You** shall not make any alteration to or substitution of
 - A) any part of the **Intruder Alarm System**
 - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**
 - C) the maintenance contract
 without **Our** written agreement.
- 5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
- 6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
- 7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.
- 10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification
 - A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

- C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.

Minimum Standards of Security

It is a requirement of this Insurance that the following security measures are in place at **Your Premises** unless otherwise stated in the **Schedule**.

- 1 The final exit door of the **Business Premises** must be secured with one of the following
 - A) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors
 - B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors
 - C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer's corresponding locking bar irrespective of the door construction.
- 2 All external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** must be secured with either
 - A) any of the locking arrangements specified in 1 above according to the construction of the doors

or

 - B) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.
- 3 Where any of the doors described in 1 or 2 above are of double leaf construction
 - A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door

and

 - B) the final closing leaf must be secured with either
 - i) any of the locking arrangements specified in 1 above according to the construction of the doors

or

 - ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.
- 4 All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the **Business Premises** is left unattended.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.

Kitchen Equipment

It is a requirement of this Insurance that where cooking equipment is used at the **Business Premises**

- 1 all cooking equipment is operated and serviced in accordance with the manufacturer's instructions
- 2 all cooking equipment is not left unattended whilst the heat source is operating and the power or fuel supply to such equipment is shut off outside working hours
- 3 all fat frying ranges are equipped with cooking thermostats arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer's recommended temperature and such thermostats are serviced at least once in every 12 month period
- 4 all cooking equipment hoods grease traps filters and other grease removal devices are cleaned at least monthly
- 5 all extract ducting is inspected and cleaned at least annually by professional contractors with a report issued and kept available for inspection
- 6 a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.

Deterioration of Stock Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

- 1 **Damage** that occurs as a result of deterioration or putrefaction of **Stock in the Cold Chamber** of any refrigeration unit while at the **Premises**
 - A) due to the rise or fall in temperature resulting from any cause not excludedor
 - B) due to the action of refrigerant fumes which have escaped from the machine during the **Period of Insurance**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** to **Stock in the Cold Chamber** of any refrigeration unit which at the commencement of the **Period of Insurance** in which the **Damage** occurred was more than fifteen years of age.
- 3 **Damage** in excess of the Sum Insured shown in the **Schedule**.
- 4 Deterioration or putrefaction resulting from **Damage** at the **Premises** by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.
- 5 **Damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.
- 6 **Damage** resulting from **Your** deliberate neglect.
- 7 Loss of goodwill or any loss which is not a direct result of the **Event** which led to a claim under this Insurance.
- 8 **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9 **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.
- 10 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.
- 11 A) **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.

What is covered

What is not covered

- B) **Damage** to the **Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

How We settle claims for Stock in the Cold Chamber

We will pay the value of the **Stock in the Cold Chamber** at the time of the **Damage**.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for **Stock in the Cold Chamber** is less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the total value at the time of **Damage** to **Stock in the Cold Chamber** at the **Premises** held in all refrigeration units.

All Risks Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Section 1

- 1 **Damage to Unspecified Equipment**

Section 2

- 1 **Damage to Specified Equipment**

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any item with a value in excess of the Single Article Limit shown in the **Schedule**.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of the Maximum Value any one Item shown in the **Schedule**.

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF BOTH SECTION 1 AND SECTION 2)

- 1 Any **Property** that is insured on another policy.
- 2 **Damage** by theft from any vehicle left unattended for the night.
- 3 **Damage** by theft from any vehicle unless the **Property** is concealed in a glove compartment or locked luggage compartment and either
 - A) all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
 - or
 - B) entry or access to the vehicle has been effected by forcible and violent means.
- 4 **Damage** caused by
 - A) delay, confiscation or detention by order of any Government or Public Authority
 - B) counterfeit, substitute or foreign coins.
- 5 **Damage** to the contents of machines unless such contents are shown in the **Schedule**.
- 6 **Damage** as a result of any person obtaining any **Property** by deception.
- 7 **Damage** occurring outside the **Territorial Limits** as shown in the **Schedule**.
- 8 **Damage** caused by pollution or contamination.
- 9 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 10 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 11 **Damage** commencing prior to the granting of cover under this Insurance.

- 12 **Damage** caused by
- A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**
- but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance
- C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
 - D) change in temperature, colour, flavour, texture or finish
 - E) mechanical or electrical breakdown, failure or derangement
- but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.
- 13 **Damage** to **Money** and securities of any description.
- 14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 15 **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 16 **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.
- 17 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 18 A) **Damage** to **Data** which shall include but shall not be limited to
- i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage** to the **Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**

iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication

iv) **Failure of a System**

v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

19 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland, Terrorism means

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.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Index Linking in respect of Section 2

An adjustment in the sums insured in respect of **Specified Equipment** shown on the **Schedule** will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following **Damage** provided the sums insured at the time of the **Damage** represent the full replacement cost and work is carried out without undue delay.

For **Your** protection **We** will not reduce **Your** sums insured if the index moves down unless **You** ask **Us** to.

No extra charge will be made for any increase in sums insured until the renewal of the **Policy** when the renewal premium will be based on adjusted sums insured.

What is not covered

All Risks Insurance – how We settle claims

If any of the **Property** described in the **Schedule** suffers **Damage** **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable sum insured or **Limit of Liability** shown in the **Schedule**.

We will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Other considerations when settling any claims under this Insurance

Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the sum insured for the **Specified Equipment** is less than 85% of the Insurable Amount (see below) **You** will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the value of reinstating the **Property** to a condition substantially the same as when new at the level of costs applying at the commencement of the **Period of Insurance**.

Plans and documents in support of the claim

You shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

Requirements which You must comply with to prevent loss or Damage

Portable Electronic Office Equipment

It is a requirement of this Insurance that each item of electronic office equipment designed for mobile or portable use with a replacement value over £250 must whenever the **Business Premises** are left unattended be secured in locked cupboards, cabinets or security containers the keys to which have been removed from the **Business Premises**.

Failure to comply with this requirement may result in Us not paying Your All Risks claim.

Business Interruption Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE OPERATIVE EVENTS IN THE SCHEDULE.

- 1 Fire, smoke, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, or malicious persons.
- 3 Storm or flood.
- 4 Escape of water from any tank, apparatus, pipe or appliance.
- 5 Impact by
 - A) any road vehicle including any fork lift truck or other industrial vehicle or
 - B) an aircraft or other aerial devices or articles dropped from them or
 - C) an animal.
- 6 Accidental escape of water from any automatic sprinkler installation.
- 7 Theft or attempted theft.

What is not covered

- 1 **Damage to Property** caused by its undergoing any process involving the application of heat.
- 1 **Damage** arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 2 **Damage** arising from stoppage of work.
- 3 **Damage** in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 4 **Damage** in respect of any **Building** which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.
- 1 **Damage** caused solely by change in the **Water Table Level**.
- 2 **Damage** caused by frost, **Subsidence**, **Ground Heave** or **Landslip**.
- 3 **Damage** caused to fences, gates and moveable **Property** in the open.
- 1 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 2 **Damage** in respect of any **Building** which is empty or not in use.
- 1 **Damage** in respect of any **Building** which is empty or not in use.
- 2 **Damage** by heat caused by fire.
- 1 **Damage** which does not involve
 - A) entry to or exit from that part of the **Building** occupied by **You** for the purpose of the **Business** by forcible and violent means or
 - B) actual or threatened assault or violence.
- 2 **Damage** to lead forming part of the exterior of the **Premises**.

What is covered

- 8 **Subsidence, Ground Heave** or **Landslip**.
- 9 Oil escaping from a fixed heating installation or connected apparatus.
- 10 Falling trees or their branches.
- 11 Leakage of alcoholic or soft drinks from storage containers or connected apparatus.
- 12 A) Accidental breakage of fixed **Glass** and fixed sanitary ware
B) Accidental **Damage** to neon and illuminated signs and electric light fittings
forming part of the **Buildings** at the **Premises** and either owned by **You** or for which **You** are legally responsible for repair.
- 13 Any other accident.

What is not covered

- 1 **Damage** arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
 - 2 **Damage** occurring as a result of the construction, demolition, structural alteration or structural repair of any **Property** at the **Premises**.
 - 3 **Damage** arising from normal settlement or bedding down of new structures.
 - 4 **Damage** commencing prior to the granting of cover under this Insurance.
- 1 **Damage** caused by felling or lopping by **You** or on **Your** behalf.
 - 1 Leakage of bottled stock.
 - 1 **Damage**
 - A) as a direct result of alterations to the framework or position of any **Glass** or neon and illuminated signs and electric light fittings or sanitary ware
 - B) while the **Premises** are empty or not in use
 - C) existing prior to the commencement of this Insurance and not subsequently replaced.
 - 1 **Damage** by any of the **Events** 1 – 12 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
 - 2 **Damage** to any **Property** caused by
 - A) its own faulty or defective design or materials
 - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
 - C) faulty or defective workmanship, operational error or omission on **Your** part or that of **Your Employees**
 but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.
 - 3 **Damage** caused by
 - A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, 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) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

What is covered

What is not covered

- E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but not

- i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
 - ii) subsequent **Damage** which itself results from an insured **Event**.
- 4 **Damage** caused by pollution or contamination.
 - 5 **Damage** caused by acts of fraud or dishonesty.
 - 6 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - 7 **Damage** to a building or structure caused by its own collapse or cracking.
 - 8 **Damage** to fences, gates and moveable **Property** in the open by wind, rain, hail, sleet, snow, flood or dust.
 - 9 **Damage** to **Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - 10 **Damage** to **Property** in transit.
 - 11 **Damage** to **Property** or structures in course of construction or erection and to materials or supplies relating to such **Property** or structures.
 - 12 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - 13 **Damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
 - 14 **Damage** to livestock, growing crops or trees.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Loss at Suppliers' Premises

Damage by any of the insured **Events** to any suppliers' premises within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

2 Failure of Public Supply

Loss as a result of accidental failure of the public supply of

- A) electricity at the terminal ends of the supply authority's service feeders at the **Premises**
- B) gas at the supply authority's meters at the **Premises**
- C) water at the supply authority's main stop cock serving the **Premises**.

3 Disease, Murder, Suicide, Vermin and Pests

Loss as a result of

- A) closure or restrictions placed on the **Premises** on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the **Premises**
- B) injury or illness sustained by any customer or **Employee** arising from or traceable to foreign or injurious matter in food or drink sold from the **Premises**
- C) closing of the whole or part of the **Premises** by order of the Public Authority for the area in which the **Premises** are situate as a result of defects in the drains and other sanitary arrangements at the **Premises**
- D) murder or suicide occurring at the **Premises**
- E) vermin and pests at the **Premises**.

4 Denial of Access and Loss of Attraction

Damage to Property in the vicinity of the **Premises** by any of the insured **Events** which

- A) hinders or prevents the use of the **Premises** or access to them or
- B) causes a fall in the number of customers attracted to the vicinity of the **Premises** whether the **Property** used by **You** for the purpose of the **Business** shall be damaged or not.

What is not covered

1 Any amount in excess of 10% of the **Gross Profit** Sum Insured or £250,000 whichever is the lower after the application of all other terms and conditions of this Insurance.

1 Loss as a result of an accidental total failure of the public supply lasting less than 30 consecutive minutes.

2 Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.

3 Any loss in excess of £250,000 after the application of all other terms and conditions of this Insurance.

4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

1 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

1 Loss as a result of **Damage** which prevents or hinders the supply of electricity, gas, water or telecommunications services.

2 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

What is covered

5 Telecommunications System

Loss as a result of accidental failure of the telecommunications system serving the **Premises** at the incoming telephone line terminals at the **Premises**.

6 Property at Other Locations and In Transit

Damage by any insured **Event** to

- A) documents and business books whilst removed from the **Premises** to any location and while in transit within the **Territorial Limits** shown in the **Schedule** for Contents temporarily removed
- B) any other **Property Insured** (excluding vehicles licensed for road use)
 - i) whilst temporarily removed from the **Premises** to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within the **Territorial Limits** shown in the **Schedule** for Contents temporarily removed
 - ii) in transit to and from the **Premises** in a vehicle owned or operated by **You** within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

7 Outstanding Debit Balances

THIS EXTENSION ONLY APPLIES IF OUTSTANDING DEBIT BALANCES IS SHOWN AS INCLUDED IN THE SCHEDULE

Damage by any insured **Event** at the **Premises** to **Property Insured** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

What is not covered

- 1 Loss as a result of accidental failure of satellite or mobile phone services.
 - 2 Loss as a result of total failure of service lasting less than 60 consecutive minutes.
 - 3 Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.
 - 4 Any loss in excess of £5,000 after the application of all other terms and conditions of this Insurance.
 - 5 Loss as a result of a failure or restriction of the telecommunication system caused by industrial action or strikes.
 - 6 Loss as a result of upgrading the system by **You** whether or not undertaken by the telecommunications authority.
 - 7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.
-
- 1 Loss as a result of **Damage** to the conveying vehicle or craft by impact.
 - 2 Any amount in excess of £25,000 any one loss after the application of all other terms and conditions of this Insurance.
-
- 1 Any amount in excess of the **Limit of Liability** in any **Period of Insurance** shown in the **Schedule**.

What is covered

What is not covered

THIS INSURANCE ALSO DOES NOT COVER

1 Sonic Bangs

Loss as a result of **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2 War and Allied Risks

Loss as a result of **Damage** caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Pollution and Contamination

Loss as a result of **Damage** caused by pollution or contamination but this shall not exclude loss resulting from **Damage** (not otherwise excluded) caused by

- A) pollution or contamination which itself results from any **Event** insured (other than **Event 13**)
- B) any **Event** insured (other than **Event 13**) which itself results from pollution or contamination.

4 Radioactive Contamination

Loss as a result of **Damage** caused by or happening through or causing loss or destruction of or **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.

5 Terrorism

Loss as a result of **Damage** caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- B) in Northern Ireland civil commotion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

What is covered

What is not covered

In **Great Britain** and Northern Ireland Terrorism means

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.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

6 Electronic Risk

- A) Loss as a result of **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) Loss as a result of **Damage** to the **Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from any of the **Events** insured provided that such **Damage** does not arise by reason of any malicious act or omission.

Business Interruption Insurance – how We settle claims

If **Damage** by any **Event** covered under this Insurance occurs at the **Premises** to **Property Insured** used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the **Premises**

We will pay **You** the amount of loss resulting from the interruption or interference caused by the **Damage** in accordance with the following

- 1 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** falls short of the **Standard Turnover**
- 2 in respect of Increase in Cost of Working

the additional expenditure reasonably incurred in avoiding or minimising the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** but no more than the total of

 - A) the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided plus
 - B) 5% of the **Gross Profit** sum insured or £250,000 whichever is the less.

Outstanding Debit Balances – how We settle claims

If Extension to Cover 7 is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**

We will pay **You**

- 1 the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances
- 2 the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

Other considerations when settling any claims under this Insurance

Material Damage Requirement

Payment must have been made or liability admitted for the **Damage** under an insurance covering **Your** interest in the **Property**

or

payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

Limit of Liability

Our liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated **Limit of Liability**.

Alternative trading

If during the **Indemnity Period (Business Interruption Insurance)** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the **Turnover** during the **Indemnity Period (Business Interruption Insurance)**.

Savings

If any of the charges or expenses of the **Business** payable out of **Gross Profit** cease or reduce directly as a result of the **Damage** the amount of such savings during the **Indemnity Period** shall be deducted from the amount payable.

Underinsurance

If the sum insured is less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount is the **Gross Profit** which would have been earned in the twelve months immediately following the date of the **Damage** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity Period** where it exceeds twelve months).

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 - 2 Any adjustment implemented in current cost accounting is disregarded.

Professional Accountants' charges

We will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by **Us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **Your** accounts.

Payments on account

Payments on account may at **Our** discretion be made during the **Indemnity Period** if requested by **You**.

Automatic reinstatement after a loss

In the absence of written notice by **You** or **Us** to the contrary the applicable sum insured (or other restriction on the amount of **Our** liability) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover. (Automatic reinstatement will not be provided in respect of the cover for **Outstanding Debit Balances**).

Requirements which You must comply with to minimise loss of Outstanding Debit Balances

Duplicate Records

It is a requirement of this Insurance that **You** shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**.

Failure to comply with this requirement may result in Us not paying Your Outstanding Debit Balances claim.

Loss of Liquor Licence Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

The loss of **Gross Profit** suffered by **You** if the **Premises Licence** in force is forfeited, suspended or withdrawn due to the operation of the **Licensing Act**, together with any resulting depreciation in value of the **Premises** should **You** be unable to obtain a further **Premises Licence** within 12 months and **You** sell the **Premises**.

What is not covered

- 1 Loss arising from
 - A) partial removal
 - B) suspension or
 - C) any failure by the Licensing Authorities to grant any requested alterations of the **Premises Licence**

unless such partial removal, suspension or alteration is ancillary to the **Premises Licence** being fully removed or suspended.
- 2 Loss arising from
 - A) actual or proposed compulsory acquisition of any of the **Premises**
 - B) scheme or town or country planning improvement or redevelopment

whether such loss is direct or indirect.
- 3 Loss arising from alteration after the inception of this Insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the **Premises Licence** unless **We** confirm in writing that the Insurance will apply after such alteration.
- 4 Loss arising from such refusal to renew a **Premises Licence** as entitles **You** to claim compensation under any statute.
- 5 Loss arising from failure
 - A) other than for good cause to keep open the **Premises** during the times stated on the operating schedule of the **Premises Licence**
 - B) to maintain the **Premises** in good sanitary and general repair
 - C) to comply with any direction or requirement of the Licensing Authorities.
- 6 Loss arising from forfeiture of the **Premises Licence** occasioned wholly or in part by any act or omission by **You** or by **Your** failure to take all reasonable action to maintain the **Premises Licence** in force.
- 7 Loss arising from **Your** failure to apply for or follow the correct procedures for applying for a **Premises Licence** under the regulations of the **Licensing Act**.
- 8 **War and Allied Risks**

Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 9 **Sonic Bangs**

Loss resulting from **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

What is covered

What is not covered

10 Radioactive Contamination

Loss caused by or happening through or causing **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.

11 Terrorism

Loss caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- B) in Northern Ireland
 - 1) riot or civil commotion
 - 2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means

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.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland, Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

What is covered

What is not covered

12 Electronic Risk

Loss resulting from

- A) **Damage to Data** which shall include but shall not be limited to
- i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.
- B) **Damage to the Property Insured** arising directly or indirectly from
- i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above
- but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

Loss of Liquor Licence Insurance – how We settle claims

We will pay You in accordance with Cover A and Cover B below if during the **Period of Insurance** the **Premises Licence** is forfeited, suspended or withdrawn due to the operation of the **Licencing Act**.

Cover A

The loss of **Gross Profit** suffered by You during the **Indemnity Period** and the amount payable shall be the aggregate of

- 1 **Shortage in Turnover** less **Turnover from Alternative Trading** multiplied by the **Rate of Gross Profit**
- 2 **Additional Expenditure** less **Savings in Costs**

but shall be subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises Licence** or which would have affected the **Business** had the loss of the **Premises Licence** not occurred.

- 3 Professional Accountants' Charges being the reasonable charges payable by You to Your professional accountants for producing information required by Us under the terms of the Claims Conditions and for reporting that such information is in accordance with Your accounts.

Cover B

The depreciation in value of the **Premises** solely as a result of You selling the **Premises** without a **Premises Licence**, provided that You have been unable to obtain a **Premises Licence** within twelve months of the date of the forfeiture, suspension or withdrawal of the **Premises Licence**.

Reducing the chance of loss

What We will do

We shall be entitled to appeal in Your name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. You shall give all such assistance as We may require.

What We expect of You

You shall give written notice to Us as soon as reasonably practicable of the forfeiture, suspension or withdrawal of any **Premises Licence** or of any **Event** likely to prejudice the **Premises Licence** coming to Your knowledge stating (as far as is practicable) the grounds on which any order was made or the particulars of such **Event**.

As soon as practicable after the forfeiture or withdrawal of a **Premises Licence** You shall deliver to Us a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a Statutory Declaration of the truth and accuracy of such statement. You shall permit Us to take proceedings at Our expense to recover compensation or secure indemnity from any party in respect of anything covered by this Insurance.

You shall give written notice to Us of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn any **Premises Licence** or which does or might occasion any disqualification. Subject to such notice You shall be deemed to have reaffirmed at each Renewal Date the information You provided at the inception of cover and contained in the **Statement of Fact**.

You shall use due diligence to

- 1 comply with the terms of the **Premises Licence** in the provision of accommodation, food, refreshments and entertainment
- 2 comply with the standards required by the fire, planning and food hygiene authorities.

You shall exercise against any **Employee** or agent who is responsible for the day-to-day running of the licensed **Premises** all rights powers and privileges which You may be entitled to exercise to protect any **Premises Licence** against loss or to protect Your interest in the **Premises**. You shall make all such applications as You may be entitled to do under the **Licencing Act** to prevent the loss of the **Premises Licence** by non-renewal, forfeiture or withdrawal of the **Premises Licence**.

In the event of the death, bankruptcy or incapacity of any **Employee** or agent responsible for the day-to-day running of the licensed **Premises** or if such person shall abscond or be convicted of any offence You shall produce a suitable person to replace them.

No alterations shall be made to the **Premises** without the sanction of the Licencing and other competent authorities nor shall any offer be made to surrender or discontinue any **Premises Licence** without Our written consent.

Settlement of a claim under Cover A

If You wish to make claim under this Insurance You shall

- 1 notify Us as soon as reasonably practicable
- 2 take and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
- 3 at Your own expense provide Us within 30 days after the expiry of the **Indemnity Period** or within such further time as We allow full details in writing of the claim
- 4 at Your own expense provide Us with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by Us for the purpose of verifying the claim. Any such accounting information required may be produced by professional accountants if at the time they are regularly acting as such for You and their report shall be prima facie evidence of the information to which the report relates.

Penalty for not complying

If You do not comply with what We require of You in Settlement of a claim under Cover A

- 1 no claim under this Insurance shall be payable and
- 2 any payment on account of the claim already made shall be repaid to Us forthwith.

Other considerations when settling any claims under this Insurance

If any difference arises as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

If any claim under this Insurance is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Insurance all benefit hereunder shall be forfeited.

If at the time of the forfeiture or withdrawal of any **Premises Licence** there is any other insurance covering the same loss **We** shall not pay more than its rateable portion of any claim.

We shall in no case be bound to accept notice of the transfer of interest arising hereunder and nothing herein contained shall give any right against **Us** to any person other than **You** except the transferee approved by **Us** which approval shall not be unreasonably withheld.

In connection with any claims against **You We** may at any time pay to **You** the **Limit of Indemnity** or any lesser amount for which such claims can be settled and after that **We** shall relinquish the control of such claims and be under no further liability in connection with them except for costs and expenses for which **We** may be responsible in respect of matters prior to the date of such payment.

Current Cost Accounting

For the purpose of the Definitions referred to in this Insurance any adjustment implemented in current cost accounting shall be disregarded.

Money Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Damage to Money and property described up to the **Limit of Liability** any one loss as stated in the **Schedule** or as below

1 Negotiable Money

- A) in **Your Business Premises** during **Working Hours** or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk

Limit of Liability – as shown in the **Schedule**.

- B) in **Your Business Premises** out of **Working Hours**

- i) in locked safes or strongrooms as shown in the **Schedule**

Limit of Liability any one loss – as shown in the **Schedule**

- ii) in all other locked safes or strongrooms

Limit of Liability any one loss – as shown in the **Schedule**

- iii) not in a locked safe or strongroom

Limit of Liability any one loss – as shown in the **Schedule**.

- C) in **Your** residence or that of **Your** directors, partners or **Employees**

- i) whilst in a locked safe or whilst an adult is in the residence

Limit of Liability any one loss – £500

- ii) otherwise

Limit of Liability any one loss – £250.

2 Non-Negotiable Money

Limit of Liability any one loss – £250,000.

- 3 **Damage** to clothing and personal effects (not exceeding £25 per person in personal money) belonging to **You** or any of **Your** directors, partners or **Employees** following a robbery or attempted robbery whilst engaged in the **Business**

Limit of Liability any one loss – £500 per person.

- 4 Stamped or impressed National Insurance Cards

Limit of Liability – Unlimited.

- 5 **Damage** following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat used for the carriage of **Money** belonging to **You** or for which **You** are responsible

Limit of Liability – Unlimited.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by theft by any of **Your** directors, partners or **Employees** unless the theft is discovered within seven working days of the occurrence.
- 3 **Damage** by theft from an unattended vehicle.
- 4 **Damage** to or corruption of **Data** whether in whole or part.
- 5 Shortage due to error or omission.
- 6 **Damage** due to the use of counterfeit **Money**.
- 7 **Damage** outside of **Great Britain**, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.
- 8 **Damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.
- 10 **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 of it.

Extensions to Cover

THIS INSURANCE ALSO COVERS

Personal Injury (Robbery)

What is covered

We will pay the appropriate Benefit to **You** in accordance with the amounts per Unit of cover and the Number of Units shown in the **Schedule** if accidental bodily injury is sustained by any **Insured Person**

- 1 solely and directly as a result of robbery or attempted robbery while engaged in the **Business** and
- 2 within two years is the sole cause of Death, **Disablement** or incurring of **Medical Expenses** for which the Benefit is claimed.

Benefits

- 1 Death
- 2 **Loss of Eye** or **Loss of Limb**
- 3 Permanent Total Disablement other than by **Loss of Eye** or **Loss of Limb** from gainful employment of any and every kind
- 4 Temporary Total Disablement from usual occupation
Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
- 5 **Medical Expenses** necessarily incurred in the treatment of the **Insured Person**

Reimbursement up to the amount shown in the **Schedule** payable per week for a maximum of 104 weeks.

What is not covered

Benefit will not be paid for

- 1 Bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the **Period of Insurance** during which such person attains the age of eighty years.
- 2 Bodily injury, Death, **Disablement** or **Medical Expenses** resulting from or contributed to by the **Insured Person** having a physical or mental defect of any sort which was known either to **You** or the **Insured Person** when the **Policy** was issued or at renewal unless the defect has been notified to **Us** and accepted in writing by **Us**.
- 3 Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

Money Insurance – how We settle claims

If **Money** and insured **Property** suffers **Damage** We will pay **You** the amount of loss of **Money** or at **Our** option reinstate or replace the **Property** provided that **Our** liability shall not exceed any stated **Limit of Liability**.

Sub Post Offices

If **You** are responsible for **Money** belonging to the Post Office

- 1 **We** will not cover **Damage**
 - A) for which the Post Office does not seek reimbursement
 - B) which is in any way brought about by **You** or any member of **Your** household or **Business** staff.
- 2 the most **We** will pay for such **Money** is £2,000 any one loss..

Other considerations when settling claims under this Insurance

If at the time of any claim under this Insurance **You** are or would but for the existence of this **Policy** be entitled to indemnity under any other policy or policies **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

Requirements which You must comply with to prevent loss or Damage

Security Precautions

It is a requirement of this Insurance that whenever the **Business Premises** are left unattended **You** ensure that

- A) all locks bolts and other protective devices are in full and effective operation
- B) all keys (including those relating to any part of the **Intruder Alarm System**) are removed from the **Business Premises**.

Further, where **We** have specified in **Your Schedule** that the **Business Premises** must be protected by an **Intruder Alarm System** it is a requirement of this Insurance that **You** comply with the following conditions in respect of such **Premises**

- 1 **You** shall maintain the **Intruder Alarm System** at the **Premises** in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by **Us** in writing.
- 2 **You** shall ensure the **Business Premises** are not left unattended
 - A) unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the **Intruder Alarm System** is connected has acknowledged the setting signal
 - B) if police response to alarm calls has been withdrawn without **Our** written agreement.
- 3 **You** shall ensure that any **Intruder Alarm System** required or approved by **Us** is installed in accordance with a specification agreed in writing by **Us**.

- 4 **You** shall not make any alteration to or substitution of
 - A) any part of the **Intruder Alarm System**
 - B) the procedures agreed by **You** for police or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System**
 - C) the maintenance contract
 without **Our** written agreement.
- 5 **You** shall not make any structural alteration of or changes in layout to the **Premises** that could affect operation of the **Intruder Alarm System** without **Our** written agreement.
- 6 **You** shall maintain secrecy of codes for operation of the **Intruder Alarm System** and shall not leave details of such codes at the **Business Premises** when the **Business Premises** are unattended.
- 7 **You** shall appoint at least two **Keyholders** and shall record details of the **Keyholders** with the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 8 **You** shall immediately notify any change of **Keyholder** details to the police and any alarm receiving centre to which the **Intruder Alarm System** signals.
- 9 **You** shall ensure that in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the system is set a **Keyholder** shall attend and allow access to the **Business Premises** without delay.
- 10 **You** shall advise **Us** as soon as possible and in any event not later than 10.00am on **Our** next working day and comply with any subsequent requirements stipulated by **Us** if **You** receive any notification
 - A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - C) that the **Intruder Alarm System** cannot be returned to or maintained in full working order.

Failure to comply with any of these requirements may result in Us not paying Your Money claim.

Money in Transit

It is a requirement of this Insurance that **Negotiable Money** in transit is escorted by the number of persons shown below:

Limit	Escorts
Up to £5,000	1 able bodied person
Between £5,001 and £9,000	2 able bodied persons
Between £9,001 and £15,000	3 able bodied persons.

Any amounts in excess of £15,000 must be carried by a Security Company approved by **Us**.

The maximum amount **We** will pay is the **Limit of Liability** "In Transit" shown in the **Schedule**.

Failure to comply with any of these requirements may result in Us not paying Your Money claim.

Transit Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 Vehicles owned or operated by You

What is covered

- 1 **Damage to Goods** while being loaded on, carried on, temporarily housed on or unloaded from any vehicle owned or operated by **You** within the **Territorial Limits** shown in the **Schedule**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.
- 3 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
- 4 **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the conveying vehicle.
- 5 **Damage to Goods** warehoused at a rental or under a contract for storage and distribution.
- 6 **Money** and securities.
- 7 **Damage to Goods** carried by or despatched by **You** for hire or reward.
- 8 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
- 9 **Damage** due to insufficient labelling or incorrect addressing.
- 10 **Damage to Goods**
 - A) in any vehicle which is being used outside the normal course of the **Business** for social domestic or pleasure purposes
 - B) in open vehicles caused by atmospheric or climatic conditions unless the **Goods** are protected by vehicle sheets
 - C) in open vehicles caused by theft when the vehicle has been left unattended
 - D) left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either
 - i) garaged in a building which is securely closed and locked or
 - ii) parked in a compound secured by locked gates
 - E) as a result of theft from any unattended vehicle unless
 - i) all doors, windows and other openings are left closed, securely locked and properly fastened or
 - ii) entry or access to the vehicle has been effected by forcible and violent means.
- 11 **Damage to Goods** while at **Exhibitions**.
- 12 Any amount in excess of the sum insured shown in the **Schedule** for any one claim arising out of any one **Event**.

Extensions to Cover

THIS SECTION ALSO COVERS

What is covered

- 1 Additional costs incurred in
 - A) transshipping **Goods** to another vehicle delivering it to the original destination or returning it to the place of despatch following **Damage** to the **Goods** or an accident to the conveying vehicle
 - B) the removal of debris following **Damage** to the **Goods** or an accident to the conveying vehicle
 - C) reloading **Goods** on to any vehicle if they fall from a vehicle owned or operated by **You**.

- 2 **Damage** to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by **You** or in **Your** charge or control while carried on any vehicle owned or operated by **You**.

- 3 **Damage** to the personal effects belonging to the driver or attendant while carried by any vehicle owned or operated by **You** in the course of the employment of the driver or attendant with **You**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.
 - 3 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
 - 4 **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle.
 - 5 **Money** and securities.
 - 6 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
 - 7 **Damage** due to insufficient labelling or incorrect addressing.
 - 8 Any amount in excess of £2,500 for all claims arising out of any one **Event**.
-
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
 - 3 **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
 - 4 **Damage** due to insufficient labelling or incorrect addressing.
 - 5 Loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any **Event** or is only revealed when an inventory is made.
 - 6 Any amount in excess of £2,500 for all claims arising out of any one **Event**.
-
- 1 **Your Contribution** as shown in the **Schedule**.
 - 2 **Money** and securities.
 - 3 Jewellery, watches, furs, cameras or any portable electronic entertainment equipment belonging to vehicle drivers or attendants.
 - 4 Any amount in excess of £250 for all claims arising out of any one **Event** for any one person.

Section 2 Exhibitions

What is covered

- 1 **Damage** by any cause to **Goods** while at **Exhibitions** within the **Territorial Limits** shown in the **Schedule**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
- 3 **Money** and securities.
- 4 **Goods** left at any **Exhibition** premises for longer than 7 days.
- 5 **Damage** to
 - A) machinery due to its own running or operation
 - B) **Goods** by atmospheric or climatic conditions in respect of **Exhibitions** held in the open or in marquees or in tents
 - C) **Goods** whilst being demonstrated, tested or worn.
- 6 **Damage** as a result of theft of **Goods** left unattended at the **Exhibition** premises
 - A) during **Exhibition** opening hours
 - B) outside **Exhibition** opening hours unless theft involves entry to or exit from the room containing the **Goods** by forcible and violent means or the **Exhibition** premises or site is patrolled by security personnel.
- 7 Any amount in excess of the **Limit of Liability** for any one **Exhibition** as shown in the **Schedule**.

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF BOTH SECTION 1 AND SECTION 2)

1 Wear and Tear

Wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external **Damage** has occurred.

2 Sonic Bangs

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

3 War and Allied Risks

Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority.

4 Radioactive Contamination

Damage to any **Goods** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 of it.

What is covered

What is not covered

5 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland
 - i) riot or civil commotion
 - ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to **Damage** by fire or explosion.

This Insurance also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland, Terrorism means

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.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or loss resulting from **Damage** is not covered by this Insurance the burden of proving that such **Damage** or loss is covered shall be upon **You**.

6 Electronic Risk

- A) **Damage** to **Data** which shall include but shall not be limited to
 - i) **Damage** to or corruption of **Data** whether in whole or in part
 - ii) unauthorised appropriation of use of access to or modification of **Data**
 - iii) unauthorised transmission of **Data** to any third parties
 - iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
 - v) **Damage** arising out of any operator error in respect of **Data**.

What is covered

What is not covered

- B) **Damage** to the **Property Insured** arising directly or indirectly from
 - i) the transmission or impact of any **Virus**
 - ii) unauthorised access to a **System**
 - iii) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - iv) **Failure of a System**
 - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded provided that such **Damage** does not arise by reason of any malicious act or omission.

How We settle claims for Vehicles owned or operated by You

If any of the **Goods** suffer **Damage** as covered under Section 1 of this Insurance within the **Territorial Limits** shown in the **Schedule We** will pay **You** the amount of loss or at **Our** option repair reinstate or replace such **Goods**.

Your sum insured – the penalty for underinsurance

If at the time of the **Damage** the total sum insured for **Goods** are less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and **You** will bear a proportionate share of the loss.

The Insurable Amount shall be the total value at the time of **Damage** of the **Goods** insured as carried in all vehicles owned or operated by **You**.

How We settle claims for Exhibitions

If any of the **Goods** suffer **Damage** as covered under Section 2 of this Insurance within the **Territorial Limits** shown in the **Schedule We** will pay **You** the amount of loss or at **Our** option repair reinstate or replace such **Goods**.

The most We will pay

The most **We** will pay in respect of any one **Exhibition** is the **Limit of Liability** as shown in the **Schedule** or any other stated **Limit of Liability**.

Liabilities Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 Employers' Liability

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**
 - A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
 - or
 - B) while temporarily outside these territoriesarising out of and in the course of employment by **You** in the **Business**
- 2 in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel

or

- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

- i) that of any principal
- ii) accepted under an agreement without which the legal liability would not exist.

2 Road Traffic Legislation

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

Extensions to Section 1

THIS INSURANCE ALSO COVERS

What is covered

1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any Court situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgement provided that

- A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
- B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**
- C) there is no on-going, planned or outstanding appeal
- D) the **Employee** or their personal representative shall assign the judgement to **Us**.

What is not covered

Employers' Liability – how We settle claims

How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

The most We will pay

Our liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

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.

Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Section 2 Public Liability/ Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
 - A) accidental **Injury** of any person
 - B) **Damage to Property**
 - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
 - D) wrongful arrest or false imprisonment

happening during any **Period of Insurance** in connection with the **Business**
- 2 in respect of
 - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - C)
 - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

What is not covered

1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at **Your Premises**
 - iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

- A) **Your** directors', partners', **Employees'** or visitors' personal effects including vehicles and their contents
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

What is covered

What is not covered

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any **Period of Insurance**. All pollution and contamination which arises out of one incident shall be considered by **Us** for the purpose of this **Policy** to have occurred at the time such incident takes place.

5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

8 Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**

in premises disposed of by **You**.

9 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

What is covered

What is not covered

10 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

13 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

14 Aircraft Products

Any legal liability arising from **Aircraft Products**.

15 Contribution

Your Contribution as shown in the **Schedule** in respect of

A) the claimants damages

B) the claimants costs and expenses.

Extensions to Section 2

THIS INSURANCE ALSO COVERS

What is covered

1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

3 Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage to Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

4 Personal Legal Liabilities whilst Overseas

We will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

5 Data Protection Act 1998

Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that

- A) **You** are registered in accordance with the terms of the Act, or
- B) **You** have applied for registration and it has not been refused or withdrawn
- C) **You** have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at **Your** request **Your** directors, partners or **Employees** under this Extension.

The **Business** shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.

What is not covered

- 1 **Damage** to the vehicle or its contents.
 - 2 Any legal liability caused while the vehicle is being driven by **You**.
 - 3 Where cover is provided by any other insurance policy.
 - 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
- 1 Any legal liability arising out of
 - A) the ownership or occupation of land or buildings
 - B) where cover is provided by any other insurance policy
 - C) all exclusions shown under 'What is not covered'.
 - 1 Any legal liability **You** have to pay fines or penalties.
 - 2 The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.
 - 3 Where cover is provided by any other insurance.
 - 4 Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
 - 5 Any claim arising from or caused by circumstances notified to any of **Your** previous insurers.
 - 6 Any claim arising from circumstances known to **You** at the time **You** took out this Insurance.

What is covered

6 Defective Premises Act

Your legal liability in respect of **Injury** or **Damage to Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

What is not covered

Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

Your Contribution as shown in the **Schedule** is payable before **We** will be liable to make any payment.

The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

North America Claims

In respect of claims happening or where a claim is brought in **North America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- and
- ii) the health, safety and welfare of a director, partner or **Person Employed**.

Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- A
 - i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

 - ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**
- B a breach of Part II of the Consumer Protection Act 1987
- C a breach of Part II of the Food Safety Act 1990.

What is not covered

1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances

Where cover is provided by any other insurance policy.

3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

Legal Defence Costs – how We settle claims

How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

We shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

Our right to pay the full limit at any time

We may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE

What is covered

Notwithstanding any provisions to the contrary within this **Policy**, the cover in respect of all items insured by the Property Damage insurance are extended to include Terrorism Insurance as specified below.

This **Policy** includes **Damage** or loss resulting from **Damage to Property** and consequential loss resulting therefrom in so far and to the extent that it is insured by this **Policy** in the **Territory** stated below caused by or resulting from an **Act of Terrorism** provided always that Terrorism Insurance is:

- A) subject to the excluded causes detailed under 'what is not covered';
- B) not subject to any other excluded causes stated in this **Policy**, provided also that **Our** liability in any one **Period of Insurance** shall not exceed:
 - i) in the whole the total sum insured,
 - ii) in respect of any item its sum insured or any other stated **Limit of Liability** specified in the **Schedule** or elsewhere in this **Policy**,

whichever is the lower subject always to the **Limit of Liability** applying to Terrorism Insurance shown against the **Territory** stated below after the application of all the provisions of the insurance including **Your Contribution**.

Territory	Limit of Liability
A) Great Britain	As otherwise specified in this Policy
B) Elsewhere in the world	Not insured

What is not covered

1 Riot civil commotion War and Allied Risks

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- A) **Damage** to or the destruction of any **Computer System**; or
- B) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

3 Nuclear Installation or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from **Damage** to any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

4 Nuclear Risks and Chemical, Biological and Radiological Contamination in respect of Residential Property insured in the name of a Private Individual:

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

Conditions

- 1 In any action, suit or other proceedings where **We** allege that any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.
- 2 Any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance.
- 3 If this **Policy** is subject to any Long Term Agreement/ Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this **Policy** apply except in so far as they are hereby expressly varied.

Special Provision

'Cyber Terrorism'

This Special Provision applies only to **Property** situated within **Great Britain** only.

Exclusion 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

- i) results directly (or, solely as regards ii. c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**:
 - and
- ii) comprises:
 - a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured by **You**;
 - or
 - b) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either:
 - i) damage to or destruction of **Property** insured by **You**;
 - or
 - ii) as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured by **You** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured by **You** to which access is affected;
 - or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss
- and

- iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of **Property** for the purposes of this Special Provision shall (additionally to those exclusions within the definition of **Property** in Definitions – Words with special meaning) exclude:

- A) any **Money** (as defined within this **Policy**), money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B) any **Data**.

Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of ii. within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in i. within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be recoverable under this Terrorism Insurance.

Fidelity Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Special Condition

Automatic cancellation of previous policies

From the effective date of this **Policy** all liability **We** may have under any previous policies **We** have issued to **You** in respect of cover now provided under this Fidelity Insurance, including that arising from any discovery period provided by the previous policy, is cancelled.

Definitions specific to this Fidelity Insurance

The words shown below shall carry the same meaning throughout this Fidelity Insurance whenever used and shown in **bold type**.

In addition, any words defined in the "Definitions – Words with Special Meanings" section of this **Policy** shall carry that same meaning throughout this Fidelity Insurance whenever used and shown in **bold type** unless expressly varied below, where for the purposes of this Fidelity Insurance they will carry only the meaning shown below. For clarity, if a word is defined both below and defined in the "Definitions – Words with Special Meanings" section, only the definition shown below will be used in respect of this Fidelity Insurance.

Any One Claim

All losses covered under this Fidelity Insurance which result from a **Fraudulent Act** or number of **Fraudulent Acts**

- 1 of one person
or
- 2 of two or more persons acting **In Collusion**.

Auditors Fees

Independent professional auditors fees necessarily and reasonably incurred by **You** to prove the amount of loss claimed under this Insurance.

Benefit Plan

Any pension or benefit plan which **You** have established for the benefit of current and former **Employees**.

Discovered or Discovery

The point when a director, partner, equity partner, member, departmental director or senior manager employed by **You**

- 1 first becomes aware of facts which would cause a reasonable person to believe that a loss has been incurred or is likely to be incurred
- 2 first receives an allegation of facts that if true would cause a loss to be incurred

under this Fidelity Insurance regardless of

- 1 when the act or acts causing or contributing to the loss occurred
- 2 whether the exact amount or details of the loss are known

Employee(s)

Any person

- 1 employed under a contract of service or apprenticeship with **You** in the normal course of **Your Business** other than members of **Your** Board of Directors or equivalent management board
- 2 who is
 - A) undertaking study, work experience, training placement or secondment
 - B) working exclusively for **You** and for no other party under a contract for services as a consultant having previously been employed by **You**
 - C) provided to **You** by an agency
 - D) engaged by **You** to develop a **System** under **Your** control and direction
- 3 who is a member of **Your** Board of Directors or equivalent management board other than any equity partner, member or partner in **You**
- 4 who falls into any of the above categories 1 to 3 who **You** are unable to identify by name but whose **Fraudulent Acts** have caused a loss and **You** are able to prove that the loss was due to those **Fraudulent Acts**
- 5 who falls into any of the above categories 1 to 3 shall remain an employee for the purposes of this Fidelity Insurance for the first sixty days following any termination of any contract of service or contract for services.

In the event that there is more than one Policyholder shown in the **Schedule**, for the purposes of this Fidelity Insurance an **Employee** of any one Policyholder shown in the **Schedule** is considered to be an **Employee** of all Policyholders shown in the **Schedule**.

Fraudulent Act(s)

An act or acts of fraud or dishonesty committed by an **Employee** or **Employees** which is intended to obtain an improper financial gain for themselves or any other person or organisation.

In Collusion

Two or more **Employees** who materially assist each other or who are both involved, connected, implicated or assist in carrying out any **Fraudulent Act**.

Information

Information contained in a manuscript record, account, microfilm, tape or other record whether or not contained in a **System**.

Minimum Standards of Control

The minimum standards of supervision and accounting procedures that are set out in this Fidelity Insurance under the heading "Requirements which **You** must comply with to prevent loss under this Insurance", which **We** require **You** to have in force to protect against the loss of **Money, Securities** or **Property**.

Money

- 1 Currency, coins and bank notes in current use and bullion.
- 2 Travellers cheques, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps and petrol cards all in current use and unused credits in franking machines.
- 3 Monetary balances held at a financial institution to **Your** credit.

Property

Tangible property other than **Money, Securities, Information** or **Data**.

Responsible Official

- 1 Any of **Your** directors or executive officers or accounting or audit managers.
- 2 Any internal auditor, inspector, accountant or other person responsible for overseeing compliance with standards of supervision, accounting or security.

Securities

Means negotiable and non-negotiable instruments which represent **Money** or **Property** but does not include the actual **Money** or **Property** represented.

What is covered

Events

1 Employee Fraud

Loss of **Money, Securities, or Property** owned or leased by **You** which directly results from a **Fraudulent Act** by an **Employee** or **Employees**.

What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other earnings or benefits earned in the normal course of employment.
- 3 Profits dividends or other income or interest.
- 4 Taxes, penalties, fines or damages except for direct compensatory damages if specifically covered by this Fidelity Insurance.
- 5 Loss of any nature which is not directly attributable or linked to the **Fraudulent Act** other than as specifically covered by this Fidelity Insurance.
- 6 Any **Damage** to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.
- 7 Any loss arising from private work undertaken by any **Employee** for any of **Your** directors, partners, equity partners, members or **Employees**.
- 8 Any loss first **Discovered**
 - A) prior to the start of the **Period of Insurance**
 - B) after the expiry of the **Period of Insurance** unless cover is provided by the Discovery Period Extension.
- 9 Loss which is alleged solely on the basis of
 - A) a profit and loss comparison
 - or
 - B) a comparison of inventory records with an actual physical count

but this shall not prevent **You** from providing this information in support of a claim for loss where **You** have established wholly independently from this information that a loss arising from a **Fraudulent Act** has occurred.
- 10 Loss arising from a **Fraudulent Act** committed by
 - A) an **Employee** who controls more than five percent of **Your** voting share capital at the time of committing the **Fraudulent Act**
 - B) any of **Your** equity partners, partners or members whether acting alone or **In Collusion** with another **Employee** or with other persons.
- 11 Loss arising from any **Fraudulent Act** committed by an **Employee** or **Employees** normally resident outside **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.
- 12 Loss arising from a **Fraudulent Act** by any **Employee** which occurs after the time when one of **Your** directors, partners, equity partners, members, departmental directors or senior managers, who is not acting **In Collusion** with the **Employee**, first becomes aware of facts which indicate that an act of fraud or dishonesty has been or is likely to be committed by the **Employee**, regardless of whether the act occurred before or after the commencement of employment with **You**.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Care Custody and Control

Loss of **Money, Securities or Property** which

- A) is in **Your** care, custody or control
- B) **You** are legally liable for

directly arising from a **Fraudulent Act** by an **Employee** or **Employees**.

The maximum amount **We** will pay in respect of any loss covered by **Event 1** and this extension is the **Limit of Indemnity** shown in the **Schedule**.

2 Auditors Fees

Auditors Fees incurred with **Our** prior written consent.

The maximum amount **We** will pay in respect of any loss covered by **Event 1** and this extension is the **Limit of Indemnity** shown in the **Schedule**.

3 Discovery Period

Following the expiry date or earlier termination of this **Policy** **You** may continue to notify **Us** of any loss or losses which are first **Discovered** during the first 24 months after the expiry date of this **Policy** or the date of earlier termination, whichever is the earliest.

We will deem any loss **Discovered** during this 24 month period to have been **Discovered** during the **Period of Insurance** in force immediately prior to the expiry date or earlier termination date.

4 Previous Insurance

If a loss is **Discovered** which occurred prior to the effective date of this Fidelity Insurance **We** will provide cover in respect of that loss provided that

- A) **You** or the previous owner of the **Business** have purchased one or more policies that provided cover in respect of the loss but which has been cancelled or has expired and for which this **Policy** has been issued in substitution

and

- B) cover under the previous policy was in force for a continuous period from the date of the loss until the effective date of this **Policy**

and

- C) the loss was **Discovered** after the discovery period of loss under the previous policy had expired

and

- D) the loss is first **Discovered** during the **Period of Insurance** or any applicable discovery period provided by this Fidelity Insurance

What is not covered

- 1 Any cover excluded under the heading "What is not covered" in respect of **Event 1** above.

- 1 Any cover excluded under the heading "What is not covered" in respect of **Event 1** above.

- 1 Any cover excluded under the heading "What is not covered" in respect of **Event 1** above.

- 2 Any loss or that part of a loss which occurs after the expiry date or earlier termination date of the **Policy**, whichever is the earliest.

- 3 Any loss **Discovered** during this 24 month period if **You** have arranged cover under a similar policy with **Us** or any other insurer regardless of whether the other policy provides cover for **Fraudulent Acts** occurring prior to its effective date.

- 1 Any cover excluded under the heading "What is not covered" in respect of **Event 1** above.

- 2 Any amount which exceeds the limit of indemnity provided by the previous policy had it remained in force.

What is covered

and

- E) the loss would have been covered by this **Policy** had it been in effect when the **Fraudulent Acts** causing the loss were committed.

The maximum amount **We** will pay in respect of any loss covered by **Event 1** and this extension is the **Limit of Indemnity** shown in the **Schedule**.

5 Benefit Fund Trustees

We will indemnify the Trustees of any **Benefit Fund** in respect of loss which the Trust may incur as a result of a **Fraudulent Act** insured by this Fidelity Insurance which is committed by any of **Your Employees**.

For the purposes of this extension **We** agree that all persons nominated as Trustees are treated as **Employees**.

What is not covered

- 1 Any cover excluded under the heading "What is not covered" in respect of **Event 1** above.

THIS INSURANCE ALSO DOES NOT COVER

1 War and Allied Risks

Loss caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.

2 Radioactive Contamination

Loss to any **Money, Securities** or **Property** whatsoever or any expense whatsoever resulting or arising therefrom or any loss 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 of it.

3 Terrorism

Any loss caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

This Insurance also excludes loss directly or indirectly caused by resulting from or in connection with any action aimed at preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means

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.

What is covered

What is not covered

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon **You**.

Fidelity Insurance – how We settle claims

If **You** incur loss of **Money, Securities** or **Property** covered by any of the **Events** insured in this Fidelity Insurance **We** will pay **You** the amount of the loss.

The most We will pay

In respect of **Any One Claim** the most **We** will pay is the **Limit of Indemnity** stated in the **Schedule**.

In respect of all loss **Discovered** during the **Period of Insurance** and any applicable **Discovery** period the most **We** will pay is the **Limit of Indemnity**.

Your Contribution

Your Contribution shown in the **Schedule** does not form part of the **Limit of Indemnity** and is payable by **You** before the **Limit of Indemnity** is applied to any loss.

Single Insured

- 1 **Discovery** made by one Policyholder shown in the **Schedule** is deemed to be **Discovery** by every Policyholder shown in the **Schedule**.
- 2 The **Limit of Indemnity** shown in the **Schedule** shall apply once and not individually to each Policyholder shown in the **Schedule**.
- 3 **We** will not pay for any loss incurred by one Policyholder shown in the **Schedule** to the advantage of any other Policyholder shown in the **Schedule**.
- 4 **Our** liability in respect of loss incurred by any or all Policyholders shown in the **Schedule** shall not exceed the amount for which **We** would be liable if all loss had been incurred by one Policyholder shown in the **Schedule** alone.
- 5 If a loss from the same source is incurred by more than one Policyholder shown in the **Schedule** **We** will pay the agreed amount of loss in a single sum. **We** will not be responsible for the distribution of the loss paid between Policyholders shown in the **Schedule** and payment of the single sum shall release **Us** from all liability to all Policyholders shown in the **Schedule** in relation to the loss.

Contribution by other Insurances

If a loss covered under this **Policy** is also partly covered under a policy issued by another insurer, provided that payment for the loss has been agreed by the other insurer, any **Contribution** applicable to the loss under this **Policy** will be reduced by the contribution applied under the other insurer's policy.

Other considerations when settling claims under this Insurance

Recoveries

If any recovery of **Money, Securities** or **Property** lost following a **Fraudulent Act** is made by **You** or **Us** the recovery will be held for **Our** benefit. The amount recovered less the reasonable costs of recovery will be allocated in the following order

- 1 to **You** in respect of any amount in excess of the total amount of the **Limit of Indemnity** plus **Your Contribution** where applicable

- 2 to **Us** in respect of all sums paid in settlement of loss made under this **Policy**
- 3 to **You** in respect of the amount of **Your Contribution**.

Valuation

We will not be liable for more than

- 1 A) the actual market value of **Securities** at the close of business on the business day immediately preceding the day on which the loss was **Discovered**
or
B) the actual cost of replacing the **Securities** whichever is the less
- 2 A) the cost of blank materials as stationery
B) the cost of clerical labour and computer time spent in reproducing **Information**
- 3 the value of foreign currency calculated in pounds sterling at the rate of exchange published in the Financial Times as the closing mid-point rate on the day of **Discovery**
- 4 the value of **Property** at the time of the loss or at **Our** option the cost of repairing, re-instating or replacing the **Property** whichever is the less.

Requirements which You must comply with to prevent loss under this Insurance

References Condition

It is a requirement of this Insurance that **You** shall obtain satisfactory references to confirm the honesty of each **Employee** who will be responsible for duties in respect of money, goods, accounts, computer operations or computer programming employed after the effective date of this **Policy**.

These references shall be obtained directly from the **Employee's** former employers for the three years immediately prior to the start date of the employment and before the **Employee** is allowed to work without supervision.

References need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of **Employees** joining directly from school or government sponsored youth training schemes one character reference shall be obtained.

A written record of any verbal reference shall be made at the time it is obtained.

The original copy of each written reference and the record of any verbal reference shall be retained by **You** and shall be made available for inspection by **Us** on request.

Failure to comply with any of these requirements may result in Us not paying Your Fidelity claim.

Minimum Standards of Control

It is a requirement of this Insurance that **You** must ensure that the **Minimum Standards of Control** shown below are in force and operated by **You** and are not altered by **You** unless **We** agree to the change in writing.

If **You** do not operate the **Minimum Standards of Control We** may refuse to pay **Your** Fidelity claim.

1 Auditors

Your accounts shall be examined by external auditors every twelve months.

All recommendations or alternatives acceptable to the auditors shall be implemented without delay.

2 Cash receipts

Employees receiving cash and cheques in the course of their duties are required to remit all monies received and/or bank in full on the day of receipt or next banking day.

3 Reconciliation

Independently of the **Employees** responsible bank statements, receipts, counterfoils and supporting documents are checked at least monthly against cash book entries and the balance reconciled against cash and unpresented cheques.

4 Cheque signing and telephone and facsimile transfers

All cheques, transfer instructions or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted.

No cheque, transfer instruction or other instrument shall be signed until one signatory has examined the documentation supporting the request. **Your** bankers must be advised of the above requirements in respect of signatures.

In respect of telephone or facsimile instructions

- A) **Your** bank must be required to call back to an authorised **Employee** to verify instructions before the transaction is processed.
- B) Transfer instructions must be verified in all cases by a password or code.
- C) Each authorised **Employee** must use a password or code unique to them.
- D) **You** will confirm the transfer instruction in writing within 24 hours of the transaction commencing.

5 Cash and petty cash

Cash in hand and petty cash shall be checked independently of the **Employees** responsible at least monthly and additionally without warning every six months.

6 Payroll

In respect of **Employees** not paid by crossed cheque or credit transfer the payroll documentation will be subject to an independent check before payment to ensure that the total amount drawn is correct.

At least quarterly and independently of the **Employees** responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

7 Stocktaking

There will be a physical check on all **Stock** held against verified **Stock** records independently of the **Employees** responsible at intervals of not more than 12 months.

8 Ordering goods

The ordering of **Stock**, the recording of receipts of **Stock** and the authorisation of payment for **Stock** will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

9 Statements of account

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **Employees** receiving or collecting monies.

Action by management shall be taken if an account becomes three months overdue.

10 Computer security and Electronic Funds Transfer

Security checks will be built into all computer functions and reconciliations made as necessary.

Responsibility for the authorisation of transactions, processing of transactions and handling of output will be separate actions and each action will be carried out by different **Employees** acting independently of each other.

In respect of electronic funds transfer one **Employee** must not be permitted to release transfer authorities to the bank. A second **Employee** with higher authority must check and authorise the instructions before release. Entries by each **Employee** must be authorised by password and each **Employee** authorised to undertake these activities must be allocated a password unique to them.

The appropriate authority limits per **Employee** must be built in to the computer program.

Failure to comply with any of these requirements may result in Us not paying Your Fidelity claim.

20/80 Extension

In the event that any claim results from or is contributed to by the failure of any **Employee** or **Employees** to observe any part of the **Minimum Standards of Control** provided that **You** can prove

- A) that **You** have complied with the **Minimum Standards of Control** condition stated above

and

- B) such failure was without **Your** knowledge or consent or that of any **Responsible Official**

then **We** will pay any claim resulting therefrom but subject to **You** agreeing to pay

i) in addition to the amount of **Your Contribution** 20% of the amount which **We** would otherwise have been liable for

or

ii) £2,500 in all

whichever is the greater.

If the **Minimum Standards of Control** are avoided by the actual **Employee** or **Employees** committing the **Fraudulent Act** without **Your** knowledge or that of a **Responsible Official** the claim will be payable without deduction subject otherwise to the terms of this **Policy**.

Termination of Employment

It is a requirement of this Insurance that if the employment of an **Employee** is terminated **You** must take all reasonable precautions to prevent fraud or dishonesty by that **Employee**.

Failure to comply with this requirement may result in Us not paying Your Fidelity claim.

Personal Accident Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

We will pay You the appropriate Benefit if during the **Operative Time** as shown in the **Schedule** an **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death or **Disablement**.

The appropriate Benefit below is payable in accordance with the amounts per Employee Type detailed in the **Schedule**, subject to the **Aircraft Accumulation** Limits and **Maximum Incident Limit** shown.

Benefits

- 1 Death
- 2 **Loss of Limb** or **Loss of Eye**
 - A) two or more limbs or both eyes or one of each
 - B) one limb or one eye
- 3
 - A) Permanent total loss of speech
 - B) Permanent total loss of hearing in both ears
 - C) Permanent total loss of hearing in one ear
- 4 Permanent Total Disablement from gainful employment of any and every kind
- 5 Temporary Total Disablement from the **Insured Person's** usual occupation in the **Business**
- 6 Temporary Partial Disablement from at least 50% of the **Insured Person's** usual occupation in the **Business**.

What is not covered

We will not pay any Benefit where bodily injury following an **Accident** is the result of or is contributed to by

1 Activities

the **Insured Person** engaging in or practicing for any of the following excluded activities

- A) flying other than as a passenger
- B) motorcycling as a rider or passenger
- C) parachuting
- D) racing other than on foot or in dinghies
- E) winter sports other than curling or skating

2 Conditions

- A) the **Insured Person** committing or attempting to commit suicide or as a result of self inflicted injury
- B) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**)
- C) the **Insured Person** having a physical or mental defect of any sort which was known to them when the **Policy** was issued or at renewal unless the defect has been notified to and been accepted in writing by **Us**
- D) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

3 War and Allied Risks

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

4 Terrorism

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

5 Radioactive Contamination

radioactive contamination (not resulting from bodily injury following an **Accident**).

- 6
 - A) the **Insured Person** being permanently seconded overseas or seconded to the UK from overseas on a temporary basis
 - B) any **Business** trip exceeding 31 days in duration
 - C) regular visits to overseas installations
 - D) any manual work undertaken whilst travelling
 - E) **Business** travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country)
 - F) the **Insured Person** being 75 years or older.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

The following extensions are payable in addition to any Benefit paid under Benefits 1- 6 of the Insurance subject to the **Maximum Incident Limit** shown in the **Schedule**.

1 Medical Expenses

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the incurring of **Medical Expenses** in the treatment of the **Insured Person** **We** will pay up to 25% of any amount paid under Benefits 1 – 6 subject to a limit of £3,000 any one **Insured Person**.

2 Coma Benefit

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they remain in a continuous unconscious state.

3 Commuting Expenses

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** sustaining disablement from at least 50% of the **Insured Person's** usual occupation in the **Business** **We** will pay expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at **Your** request up to £50 per week up to a maximum £250 any one **Insured Person**.

4 Dependents Benefit

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death for which Benefit 1 is paid **We** will pay an additional 2% per child provided they are

A) unmarried and dependent

and

B) under 18 years of age or under 25 years of age if in full-time education

subject to a maximum of £5,000.

5 Hospitalisation

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 2 years is the sole and independent cause of the **Insured Person** being admitted to **Hospital** on the recommendation of a **Medical Practitioner** **We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they are a **Hospital** in-patient.

What is not covered

What is covered

6 Paralysis

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** suffering paralysis **We** will pay the following Benefit

- A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4
- B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.

What is not covered

Personal Accident Insurance – how We settle claims

Benefit shall not be payable in respect of any one **Insured Person** under more than one of the Benefits 1 – 4 in connection with the same **Accident**.

No claim for **Disablement** shall be payable under Benefits 2 to 4 until such time as reasonable evidence has been provided to **Us** to show that such **Disablement** is permanent and that there is no reasonable expectation of recovery.

We will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 – 4 in connection with the same **Accident**.

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 – 4.

If an **Insured Person** suffers Death or **Disablement** as a result of exposure to the elements **We** will consider that as having been caused by bodily injury following an **Accident**.

The most We will pay in respect of Benefits 5 and 6

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

We will not pay more per week than

- A the **Insured Person's** average weekly wage in respect of Benefit 5
- B 50% of the **Insured Person's** average weekly wage in respect of Benefit 6.

Disappearance

In the event of disappearance of the **Insured Person** if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of bodily injury following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

Minors

If the **Insured Person** is under the age of 16

- A the maximum amount **We** will pay in respect of Benefit 1 will be limited to a maximum of £10,000
- B no amount will be payable under Benefit 5 or 6.

Other considerations when settling claims under this Insurance

Assignment

We will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Insurance.

Interest

Interest will not be added to any amount paid under this Insurance.

Other Interests

Your receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us**. If there is more than one Policyholder specified in the **Schedule** having an interest in the **Insured Person** the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this Insurance.

Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 – Employment

What is covered

- 1 The defence of any **Legal Proceedings**, brought in an employment tribunal, arising from a dispute with an **Employee**, ex-**Employee** or prospective **Employee** relating to
 - A) the contract of employment with **You**
 - B) actual or alleged breaches of their statutory rights under employment legislation
- 2 The pursuit of any **Legal Proceedings** to recover possession of premises which are owned by **You** but occupied by **Your Employee** or ex-**Employee**

provided that

- i) **You** have sought and followed advice from **Our** Legal Advice service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an **Employee's** contract of employment or dismissing an **Employee** (whether or not by reason of redundancy)
- ii) **You** agree to appoint **Our Administrator's** approved consultant as **Your Appointed Representative** in accordance with Requirement 4 A) i).

What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
 - A) any benefit due under a contract of employment
 - B) any payment made in respect of redundancy
 - C) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970
 - D) any claim where **You** do not appoint the **Appointed Representative** in accordance with Requirement 4 A) i)
 - E) any dispute that arises within three months of the inception of the Insurance
 - F) a dispute within the first six months of the Insurance where a warning was given to an **Employee** six months prior to the inception of the Insurance
 - G) any compensatory award made against **You** relating to
 - i) trade union activities including membership or non-membership
 - ii) pregnancy, maternity or paternity rights
 - H) any award made because of **Your** failure to provide written reasons for dismissal
 - I) any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a dismissal
 - J) any awards to the extent that they relate to contractual rights accruing to the **Employee**, ex **Employee** or prospective **Employee** prior to the actual or alleged breach of the actual or alleged contract of employment
 - K) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
 - L) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Section 2 – Prosecution

What is covered

The defence of any **Legal Proceedings** arising from

- 1 any actual or alleged act or omission by **You** relating to an appeal against the service of an improvement, prohibition or suspension notice under the
 - A) Health and Safety at Work etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978
 - B) Food Safety Act 1990
 - C) Consumer Protection Act 1987
- 2 civil action taken against **You** for
 - A) wrongful arrest in respect of an accusation of theft
 - B) any activities as a trustee of a pension fund set up for the benefit of **Your Employees**
- 3 **Your** prosecution in a **Court** of criminal jurisdiction.

The cover provided under this Section will apply to any other **Insured Person** in like manner to **You** at **Your** request.

What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses**
 - A) arising from or relating to any **Legal Proceedings** involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
 - B) arising from or relating to any **Legal Proceedings** relating to any alleged deliberate or intentional act unless charges are dismissed or **You** are acquitted
 - C) incurred in a Magistrates' Court that are in excess of what would be allowed if a full Representation Order had been granted
 - D) incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order
 - E) in respect of a claim where it is alleged that **You** have breached the terms and conditions of a Representation Order
 - F) arising from or relating to a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
 - G) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Section 3 – Property

What is covered

The pursuit or defence of **Legal Proceedings** relating to

- 1 the possession of freehold or leasehold **Property** owned or occupied by **You**
- 2 any negligent act, omission or nuisance caused by a third party relating to **Property** owned by **You** or for which **You** are legally responsible other than motor vehicles, aircraft or watercraft

provided that

- A) **You** have suffered or could suffer a financial loss if **Legal Proceedings** are not pursued or defended
- B) **You** agree to use alternative dispute resolution to attempt to settle any dispute if **Our Administrator** considers it to be appropriate
- C) the **Property** has been disclosed to **Us** in writing.

What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
 - A) any review of the **Rent** payable for leasehold **Property**
 - B) the recovery of **Rent** payable
 - C) freehold title, lease, tenancy or licence disputes
 - D) mining or other subsidence or heave
 - E) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
 - F) a contract entered into by **You**
 - G) any dispute
 - i) arising from the compulsory purchase, confiscation, nationalisation, requisition or **Damage** to any freehold or leasehold **Property**
 - ii) over restrictions or controls placed on any freehold or leasehold **Property**
 - iii) arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other worksby or on behalf of any government, public or local authority, except in so far as the claim relates to **Damage** arising from such activities
 - H) any dispute relating to
 - i) goods in transit
 - ii) goods lent or hired to third parties
 - iii) goods at premises other than those occupied by **You** unless they are at such premises for the purpose of installation or use in work to be carried out by **You**
 - I) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Section 4 – Taxation

What is covered

- 1 Entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998. This includes responding at a tribunal hearing.
- 2 Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with **Your** PAYE or National Insurance Contribution affairs.
- 3 An appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.

What is not covered

- 1 Any amount in excess of £25,000 for **Any One Claim**.
- 2 **Legal Expenses** arising from or relating to
 - A) any tax avoidance scheme undertaken by **You**
 - B) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations
 - C) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance
 - D) any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising
 - E) **Your** actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown **We** shall be entitled to recover any claim settlement made in this respect
 - F) any issue of law practice, or procedure not directly connected with the particular investigation, dispute or **Legal Proceedings** which are otherwise covered under this Insurance
 - G) any enquiry arising from an enquiry into earlier year's tax return(s) or a tax return already under enquiry
 - H) enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing
 - I) any criminal prosecution
 - J) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
 - K) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Section 5 – Data Protection

What is covered

- 1 The defence of any **Legal Proceedings** brought against **You** for compensation under Section 13 of the Data Protection Act 1998 provided that **You** are already registered with the Data Protection Commissioner
- 2 An appeal by **You** against
 - A) the refusal of **Your** application for registration by the Data Protection Commissioner
 - B) the refusal of an application for alteration of registered particulars by the Data Protection Commissioner
 - C) an enforcement notice
 - D) a de-registration notice
 - E) a transfer prohibition notice

provided that **You** agree to appoint **Our Administrator's** approved consultant as **Your Appointed Representative** in accordance with Requirement 4 A) i).

What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
 - A) any criminal prosecution
 - B) any legal action concerning the grant and/or execution of a warrant of entry
 - C) any claim where **You** do not appoint **Our Administrator's** approved consultant as the **Appointed Representative** in accordance with Requirement 4 A) i)
 - D) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
 - E) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Section 6 – Bodily Injury

What is covered

The pursuit of compensation following an **Event** which causes death of or bodily injury to any **Insured Person** if requested by **You**.

This cover also extends to include members of the **Insured Person's** family who suffer bodily injury following an **Event** that also causes bodily injury to the **Insured Person**.

What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
 - A) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
 - B) the defence of any claim for bodily injury
 - C) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
 - D) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Section 7 – Contract

What is covered

The pursuit or defence of **Legal Proceedings** arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services

provided that

- 1 the amount in dispute exceeds £1,000
- 2 **You** entered into the contract or alleged contract during the **Period of Insurance**.

What is not covered

- 1 Any amount in excess of £5,000 for **Any One Claim**.
- 2 **Legal Expenses** arising from or relating to
 - A) an undisputed debt owed to **You**
 - B) any licence or franchise agreements
 - C) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
 - D) the letting or tenancy of **Property**
 - E) any computer software or hardware that has been tailored by or on behalf of a supplier or **You**
 - F) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any **Property**
 - G) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
 - H) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Jury Service Allowance

The loss of income, salary or wages of any **Insured Person** in respect of that person's obligation to attend **Court** for jury service insofar as it is not recoverable from the relevant **Court**

provided that such attendance commences during the **Period of Insurance** and within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

Limit of Indemnity – £150 per person per day.

2 Witness Attendance Allowance

The actual loss of earnings incurred when any **Insured Person** is absent from work attending **Court** as

A) a witness for **You** at the request of the **Appointed Representative**

or

B) a defendant

provided that a claim has been admitted under 'What is covered'.

Limit of Indemnity – £150 per person per day.

What is not covered

1 Any amount in excess of £10,000 in any one **Period of Insurance**.

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF ALL SECTIONS AND EXTENSIONS)

Legal Expenses in respect of

- 1 any matter to which **Our Administrator** has not given their written consent
- 2 the defence of any civil **Legal Proceedings** made or brought against **You** arising from any actual or alleged
 - A) death, bodily injury, disease or illness of any person
 - B) **Damage** to any **Property** including loss of use of such **Property**
 - C) breach of any professional duty
 - D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation
- 3 any non-contentious matters
- 4 any fees that are in excess of the **Standard Legal Expenses** where **You** have nominated **Your** own representative to act as the **Appointed Representative**
- 5 any **Legal Proceedings** brought or transferred outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man or **Legal Expenses** incurred outside such territories

What is covered

What is not covered

- 6 any **Legal Proceedings** where a reasonable estimate of the likely irrecoverable element of any **Legal Expenses** to be paid would exceed a realistic financial valuation of **Your** claim
- 7 any **Legal Proceedings** for which **You** are covered or entitled to be covered under any other insurance policy or any policy which **You** are required to hold by law
- 8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this **Policy** and which **You** knew (or ought reasonably to have known) was likely to give rise to **Legal Proceedings**
- 9 any **Legal Proceedings** arising from
 - A) **Your** intentional wrongdoing
 - B) an act or omission with reckless disregard as to its consequences
- 10 any dispute between **You** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at **Your** request
- 11 damages, fines or penalties of any nature incurred by **You** in **Legal Proceedings**
- 12 any VAT attaching to **Legal Expenses** incurred with **Our Administrator's** consent which is recoverable by **You**
- 13 the defence of any **Legal Proceedings** arising from or relating to **Your** actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended
- 14 the pursuit or defence of any action alleging defamation or malicious falsehood
- 15 the pursuit or defence of any **Legal Proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information
- 16 the pursuit or defence of **Legal Proceedings** between **You** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law
- 17 an application for judicial review
- 18 the defence of any **Legal Proceedings** arising from or relating to seepage, pollution or contamination of any kind
- 19 any **Legal Proceedings** arising directly or indirectly from
 - A) the transmission or impact of any **Virus**
 - B) **Failure of a System**

but this does not apply to any claim relating to compensation for bodily injury
- 20 any **Legal Proceedings** directly or indirectly caused by or contributed to or arising from
 - A) ionising radiations or contamination by radioactivity from an irradiated 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.

Legal Expenses Insurance – how We settle claims

We will pay the amount of **Legal Expenses** arising from any **Legal Proceedings** covered by this Insurance that

- A are notified to **Us** during the **Period of Insurance** and
- B arise from the conduct of **Your Business** and
- C are made by or brought against **You** or any other **Insured Person**, within the jurisdiction of a **Court** within **Great Britain**, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay **You** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the **Legal Expenses**. Such a decision will be entirely at **Our Administrator's** discretion and will be in full and final settlement of **Your** claim.

In circumstances where **Our Administrator** has chosen a representative to act on **Your** behalf as detailed in Requirement 4 A) **We** will pay **Legal Expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where **You** have chosen **Your** own **Appointed Representative**

- i) any **Legal Expenses** incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings** and the claim is covered under all other terms and conditions of this Insurance
- ii) **We** will not pay more than **Standard Legal Expenses**.

Acts of Parliament

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

Requirements which You must comply with to benefit from cover under this Insurance

1 Notification of Claims

It is a requirement of this Insurance that **You** must notify **Us** in writing immediately **You** are aware of any actual or alleged act, omission or dispute which has given or may give rise to any **Legal Proceedings** involving **You**. **We** will pass notification to **Our Administrator** who will then administer claims settlement.

Where such notification has been given **We** agree to treat any subsequent **Legal Proceedings** in respect of the circumstances notified as though the **Legal Proceedings** had been made or brought during the **Period of Insurance**.

If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal **You** must immediately forward it to **Our Administrator** with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 28 days statutory time limit this must be done immediately.

Failure to comply with this Special Procedure may result in Us not paying Your Legal Expenses claim.

2 Consent

Our Administrator's consent to pay **Legal Expenses** must be obtained in writing. **Legal Expenses** incurred before such consent is given will not be covered.

Consent will be given if **You** can satisfy **Our Administrator** that

- A) there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings** and
- B) it is reasonable in all the specific circumstances of the case for **Legal Expenses** to be provided.

The decision to grant consent will take into account the advice of **Your Appointed Representative** as well as that of **Our Administrator's** own advisers. **Our Administrator** may require, at **Your** expense, an opinion of Counsel on the merits of the **Legal Proceedings**. If the claim is subsequently admitted **Your** costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of **Legal Proceedings** **You** no longer satisfy requirements 2 A) and B) above **We** may discontinue cover in respect of this claim.

If **You** decide to commence or continue **Legal Proceedings** for which **Our Administrator** has denied support under 2 A) above and **You** are successful, **We** will pay **Legal Expenses** as if **Our Administrator** had given their consent in the first instance.

3 Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that **You** must take all reasonable measures to minimise the risk or likelihood of claims and the cost of **Legal Proceedings**. This includes, but is not limited to, **You** and **Your** agent or **Appointed Representative** complying with any pre-action protocol, costs protocol or other protocol that applies to any **Legal Proceedings** which form the basis of a claim under this Insurance.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.

4 Conduct of Legal Proceedings

A) Nomination of the Appointed Representative

- i) In respect of any claim where **We** may be liable to pay an award of compensation under Section 1 or Section 5 **Our Administrator** has the right to choose the **Appointed Representative**.
- ii) In respect of all other claims covered by this Insurance

At the point where **Court** papers need to be issued or have been received or where there is a conflict of interest **You** are free to choose a suitably qualified **Appointed Representative**.

Where **You** have selected an **Appointed Representative** of **Your** own choice **We** will only pay **Standard Legal Expenses**. Any amount in excess of **Standard Legal Expenses** will be **Your** own responsibility.

In selecting the **Appointed Representative** **You** have a duty to minimise the cost of **Legal Proceedings**.

If **Your** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case **We** will not pay for this work to be done.

If there is any disagreement as to whether **Legal Proceedings** are necessary **You** can take the matter to an independent arbitrator as detailed in Requirement 4 J).

- iii) In the period before **Our Administrator** agrees that **Legal Proceedings** are necessary **Our Administrator** reserves the right to seek to obtain a settlement on **Your** behalf. The settlement will be subject to **Your** agreement which **You** will not unreasonably refuse.

Any representative is appointed in **Your** name to act for **You**.

B) All information to be given to the Appointed Representative

The **Appointed Representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. **You** owe the same obligations to **Our Administrator** as to the **Appointed Representative**.

C) Access to the Appointed Representative

Our Administrator is entitled to obtain from **Your Appointed Representative** any information, document or advice relating to a claim under this Insurance whether or not privileged. On request **You** will give any instructions necessary to ensure such access.

D) Instruction of counsel or appointment of expert witnesses

If the **Appointed Representative** wishes to instruct counsel or appoint expert witnesses **Our Administrator** will not unreasonably withhold their consent. The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

E) Claims below the small claims track limit

Where a claim for **Legal Expenses** is unlikely to exceed the small claims track limit **Our Administrator** may carry out their own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

F) Offer of settlement

You must inform **Our Administrator** in writing as soon as an offer to settle **Legal Proceedings** is received or a payment into **Court** is made. **You** will not unreasonably withhold consent to the **Appointed Representative** making an offer to settle the **Legal Proceedings**.

You must not enter or offer to enter into any agreement to settle without **Our Administrator's** prior written consent. Any such agreement must take into account **Our** interest in the recovery of costs.

If **You** unreasonably withhold agreement to a settlement **Our Administrator** reserves the right to withdraw **Our** support.

G) Withdrawal by You

Where **We** have provided cover for **Legal Expenses** and **You** withdraw from the **Legal Proceedings** without **Our Administrator's** agreement **We** shall be entitled to reimbursement for all **Legal Expenses** paid.

H) Payment of legal expenses

All bills relating to any **Legal Proceedings** which **You** receive from the **Appointed Representative** should be forwarded to **Our Administrator** without undue delay.

Bills must be certified by **You** to the effect that the charges have been properly incurred and that **Our Administrator** is authorised to settle on **Your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested **You** must ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **Court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If **You** are in doubt **Our Administrator** should be consulted.

You must not, without **Our Administrator's** written consent, enter into any agreement with the **Appointed Representative** as to the payment of **Legal Expenses**.

I) Recovery of costs and expenses

You, through the **Appointed Representative**, will be responsible for the repayment to **Us** of any

- i) awards of costs in favour of **You**

or

- ii) costs agreed to be paid to **You** as part of any settlement.

When the total amount of **Legal Expenses** incurred is within the **Limit of Indemnity** **You** and **We** will share any **Legal Expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the **Limit of Indemnity You** and **We** will have priority over any other parties with an interest in any costs recovery. **You** and **We** shall share such recovery according to the proportion paid, subject to **Our** right of recovery being restricted to the **Limit of Indemnity**.

) **Arbitration**

Any dispute between **You** and **Us** in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this Insurance.

5 **Appeal Procedure**

Our Administrator's consent must be obtained if **You** wish to appeal against the judgment of a **Court**. A written application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal. **Our Administrator** will inform **You** of their decision.

You must co operate in an appeal against the judgment of a **Court** at **Our Administrator's** request.

6 **Record Keeping**

It is a requirement of this Insurance that **You** must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.

Claims Conditions

The following conditions apply except where otherwise detailed under "Requirements which You must comply with" in respect of Legal Expenses Insurance.

1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- G) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter
- I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide **Us** at **Your** expense with all detailed particulars, certificates and evidence required by **Us**. Any **Insured Person** covered under these Insurances shall, as often as required by **Us**, submit to medical examination at **Our** expense in connection with any claim.

Failure to comply with any of these conditions may result in **Us not paying **Your** claim.**

2 Our Control Of Claims

We will be entitled

- A) on the happening of any **Damage** to the property insured to enter, take and keep possession of the building where **Damage** has happened, to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required
- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy**, provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy, **We** will only pay **Our** proportionate share of the claim. **You** should give **Us** full details of the other policy.

This condition does not apply to Money Insurance, the Contingent Motor Liability cover under Liabilities Insurance – Section 2 Public Liability/Product Liability or to Personal Accident Insurance.

4 Arbitration (not applicable to Liabilities Insurance, Personal Injury (Robbery) cover under Money Insurance or Legal Expenses Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

Policy Conditions

1 Alteration of Risk

No cover shall be provided under this **Policy** if and to the extent that any **Damage** arises as a result of any material alteration to or of

- A) the **Business**
- B) the **Premises**
- C) **Property** within the **Premises** or
- D) the occupation of the **Premises** by **You** or **Your Employees**

during the **Period of Insurance** of this **Policy**.

2 Change of Status

This **Policy** shall be automatically terminated if and when

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- or
- B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death.

3 Cancelling the Policy

You may cancel this **Policy** by informing **Us** in writing, and cancellation will be effective from the date of receipt of **Your** instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to **Us**.

We may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation, **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

4 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

5 Contracts (Rights of Third Parties) Act 1999

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

6 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

7 Observance of Terms

Failure to comply with any of the terms and conditions of the **Policy** where they are material or relevant to any loss may entitle **Us** to reduce or avoid **Your** claim.

8 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of persons entitled to indemnity under this **Policy**.

For all purposes, including but not limited to, the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

9 Reasonable Precautions

You must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

If **You** discover any defect or danger, **You** must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

10 Asbestos

Unless agreed by **Us** in writing to the contrary, **You** must ensure that **You** only undertake visual inspections in relation to **Asbestos** and when coming into contact with **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** **You** always stop work and employ a licensed **Asbestos** contractor.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

11 Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any such **Prohibition** takes effect during the **Period of Insurance** **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to **You** or **Us** at the last known address.

If the whole or any part of the **Policy** is cancelled **We** shall if and to the extent that it does not breach any **Prohibition** give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

For the purposes of this condition **Prohibition** shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.

Definitions – Words with special meanings

Accident

A sudden unexpected unforeseen and identifiable **Incident**.

Act of Terrorism (Terrorism Insurance)

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.

Additional Expenditure

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Shortage in Turnover** which would have occurred but for that expenditure during the **Indemnity Period (Loss of Liquor Insurance)** in consequence of the loss of the **Premises** Licence but not exceeding the amount of the reduction in **Gross Profit** there-by avoided.

Administrator

A third party provider appointed by **Us** to administer claims in respect of Legal Expenses Insurance on **Our** behalf.

Aircraft Accumulation

All **Insured Persons** travelling in any aircraft or airship.

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by **You** or by others trading under **Your** name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Any One Claim

All **Legal Proceedings** (including any appeal against judgment) arising from or relating to the same **Event**.

Appointed Representative

A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for **You** in accordance with the terms and conditions of Legal Expenses Insurance.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Building(s)

Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the **Schedule** or **Statement of Fact**) and including

- the **Shop Front** (except where more specifically insured)
- landlord's fixtures and fittings in and on the **Buildings**
- outside buildings, extensions, annexes and gangways
- walls, gates and fences
- services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the **Buildings** to the perimeter of the **Premises** or to the public mains (including those underground).

Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken **Offshore**.

Business Premises

That part of the **Premises** solely occupied by **You** for the purpose of the **Business** described in the **Schedule**.

Commuting

While in the course of daily travel directly between residence (normal or temporary) and place of **Business** (normal or temporary).

Computer Systems (Terrorism Insurance)

A computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Contribution

The first part of each and every claim as shown in the Schedule which You and We have agreed will be paid by You.

If cover is provided in respect of an Event under more than one item under the "What is covered" heading within an Insurance or under more than one Insurance section and if a Contribution as defined above applies under more than one such item or Insurance then only the Contribution which is the highest of those which would have applied separately will be deducted from the total claim payment.

Court

A Court or other competent authority.

Covered Loss (Terrorism Insurance)

All losses arising under this **Policy** as a result of **Damage** to or the destruction of **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**.

Damage

Accidental loss, destruction or damage.

Data

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

Declared Value

The base value shown against the item in the **Schedule** which You consider to represent the cost of reinstating the **Property** at the level of costs applying at the start of the **Period of Insurance** without any provision for inflation.

Denial of Service Attack (Terrorism Insurance)

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or **Computer Systems**.

The definition of **Denial of Service Attack** includes, but is not limited to, the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Disablement

In respect of Personal Injury (Robbery) under Money Insurance

- as detailed in Benefits 2 to 4.

In respect of Personal Accident Insurance

- as detailed in Benefits 2 to 6.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Exhibition(s)

Includes demonstration, trade fair or show.

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of **Your Business** activities.

General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents
- patterns, models, moulds, plans and designs
- documents and business books for an amount not exceeding £25,000 in respect of any one loss
- directors', partners' and **Employees'** personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person
 - but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **Money** and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which **You** are responsible and which are securely fixed to the external structure of the **Building**
- **Glass**, sanitary ware, neon and illuminated signs and electric light fittings.

Glass

- Normal flat annealed glass including lettering on it.
- Toughened and laminated glass including lettering on it.
- Mirrors.
- Bent, tinted, stained or fired glass.
- Decoration or protective film or alarm foil on glass.

Goods

Property (not including **Unspecified Equipment** and **Specified Equipment**) which belongs to **You** or for which **You** are responsible and is incidental to the **Business**.

Great Britain

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

Gross Profit

The amount by which the sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Variable Costs**.

- | | | |
|-------------|---|--|
| Note | 1 | Value Added Tax is excluded to the extent that You are accountable to the tax authorities. |
| | 2 | Any adjustment implemented in current cost accounting is disregarded. |
| | 3 | The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with Your normal accounting methods due provision being made for depreciation. |

Ground Heave

Upward or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Hacking (Terrorism Insurance)

Unauthorised access to any **Computer System**, whether **Your** property or not.

Hospital

Any institution which meets fully every one of the following criteria

- 1 maintains permanent and full time facilities for the care of overnight resident patients and
- 2 has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of **Medical Practitioners** and
- 3 continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- 4 is not other than incidentally an institution which provides full time facilities for
 - A) mentally ill or mentally handicapped persons
 - B) nursing or convalescing
 - C) aged persons of 70 years or more
 - D) drug addicts
 - E) alcoholics.

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Indemnity Period (Business Interruption Insurance)

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum Indemnity Period (as shown in the **Schedule**).

Indemnity Period (Loss of Liquor Licence Insurance)

The period beginning with the loss of the Premises Licence and ending not later than twelve months thereafter during which the results of the **Business** shall be affected in consequence of the loss of licence provided that if the **Premises** are disposed of within twelve months after the loss of licence the Indemnity Period shall terminate upon disposal.

Injury (Liabilities Insurance)

In respect of Liabilities Insurance Section 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

Insured Person (not applicable to Personal Accident Insurance)

You or **Your** directors, partners or **Employees**.

Insured Person (Personal Accident Insurance)

Any person described under Employee Type in the Schedule resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover applies until the expiry of the **Period of Insurance** in which the **Insured Person** attains the age of 75 years.

Intruder Alarm System(s)

Includes all lines and equipment used to transmit the signals to and from the **Premises**.

Keyholder

Any person or keyholding company authorised by **You** who is available at all times when the **Intruder Alarm System** is set to accept notification of faults or alarm signals or messages relating to the **Intruder Alarm System**.

Landslip

Downward movement of sloping ground.

Legal Expenses

1 Fees

Any fees and disbursements reasonably and properly incurred by the **Appointed Representative** or by **Our Administrator** in connection with any **Legal Proceedings**.

Where **You** have chosen **Your** own **Appointed Representative** **We** will not pay more than **Standard Legal Expenses**.

2 Costs

Any costs payable by **You** following

- A) an award of costs by any **Court**

or

- B) an out-of-court settlement made in connection with any **Legal Proceedings**. **You** must have obtained **Our Administrator's** agreement to any such settlement in accordance with Requirement 4 F).

3 Basic and Compensatory Awards (in respect of Section 1 of Legal Expenses Insurance)

- A) A basic or compensatory award of compensation which **You** must pay as a result of judgment in a dispute under employment legislation

or

- B) an out-of-court settlement of a claim under 3 A) above to which **Our Administrator** has given their prior written consent.

4 Data Protection Awards (in respect of Section 5 of Legal Expenses Insurance)

- A) An award of compensation made against **You** under Section 13 of the Data Protection Act 1998

or

- B) an out-of-court settlement of a claim under 4 A) above to which **Our Administrator** has given their prior written consent.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

Licensing Act

The Licensing Act 2003 in England and Wales, the Licensing (Scotland) Act 2005 or the Licencing (Northern Ireland) Order 1996.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

- 1 in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- 2 in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured Person** should see at 60 feet).

Loss of Limb

In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Maximum Incident Limit

The maximum amount **We** will pay under this Insurance or any other policy of Personal Accident insurance issued by **Us** in **Your** name in respect of all losses and all **Insured Persons** arising out of the same **Incident**, inclusive of the **Aircraft Accumulation** Limits shown in the **Schedule**.

The duration of any one **Incident** is limited to 72 consecutive hours and no loss which occurs outside this period will be included in that **Incident**.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered **Medical Practitioner** and all hospital, nursing home and ambulance charges.

Medical Practitioner

Any legally qualified medical practitioner other than

- 1 an **Insured Person**
- 2 a member of the immediate family of an **Insured Person**
- 3 **Your Employee**.

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

Money

Being both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

North America

The United States of America or Canada or any other territory within the jurisdiction of either such country.

Nuclear Installation (Terrorism Insurance)

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- 1 the production or use of atomic energy or
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- 3 the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor (Terrorism Insurance)

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Operative Time

- 1 **24 hour**
At any time.
- 2 **Employment Only**
 - A) While engaged on the **Insured Person's** occupation in **Your Business**
 - or
 - B) While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover

will also apply where the assault is a direct consequence of the **Insured Person's** employment with **You**

or

C) At any time while travelling on **Your Business**.

Insurance operates from the departure of the **Insured Person** from residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey excluding **Commuting**.

3 Employment including Commuting

A) While engaged on the **Insured Person's** occupation in **Your Business**

or

B) While the **Insured Person** is engaged upon duties incidental to the **Business** and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the **Insured Person's** employment with **You**

or

C) At any time while travelling on **Your Business**.

Insurance operates from the departure of the **Insured Person** from residence or normal place of **Business** (whichever occurs first) until arrival back at such residence or normal place of **Business** (whichever occurs last) at the end of the journey including **Commuting**.

Outstanding Debit Balances

The total recorded under Duplicate Records (as detailed in 'Requirements which **You** must comply with to minimise loss of Outstanding Debit Balances') 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 **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**

and

- 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 **Damage** had the **Damage** not occurred.

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 - 2 Any adjustment implemented in current cost accounting is disregarded.

Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule** and any other period for which **We** accept **Your** Premium.

Period of Rent

The maximum period from the date of **Damage** for which **We** are liable to pay any loss of **Rent**.

Person Employed

- 1 **Employee**
 - 2 labour master and individuals supplied by him
 - 3 individual employed by labour only sub-contractors
 - 4 self-employed individual (not being in partnership with **You**)
 - 5 individual hired to or borrowed by **You**
 - 6 individual undertaking study or work experience while under **Your** supervision
- } while under **Your** direct control and supervision

Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
 - A) any principal
 - B) any of **Your** directors or partners
 - C) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**

 - D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Policy

The policy wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

Premises

The address as shown in the **Schedule**.

Premises Licence

The Premises Licence from time to time in force and granted pursuant to the relevant **Licensing Act** authorising the sale of alcohol by retail.

Private Individual (Terrorism Insurance)

Any person other than

- A) a Trustee or body of Trustees where insurance is arranged under the terms of a trust,

- B) a person who owns **Residential Property** for the purpose of their business as a sole trader.

This definition only applies to **Property** held in trust or as part of a sole trader's business and not their private residence(s).

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or **Your** title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the **Property Insured**.

Property

Material property but shall not include **Data**.

Property Insured

Buildings

Shop Front

Tenant's Improvements

General Contents

Stock

Other **Property**

at the **Premises** including within the open yards forming part of the **Premises** (subject to any specific exclusions)

all as defined in the **Policy** or more fully described in the **Schedule** and all being **Your Property** or for which **You** are responsible but excluding

- **Property** which is more specifically insured
- unless specifically notified to and accepted by **Us** as insured
 - 1 **Property** in transit
 - 2 vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft
 - 3 land, piers, jetties, bridges, culverts and excavations,
 - 4 livestock, growing crops and trees
 - 5 **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
 - 6 overhead transmission lines.

Property (Terrorism Insurance only)

Property Insured (as defined within the Property Damage Insurance section of this **Policy**) and any other property whatsoever, but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 - i) insured under the same contract of insurance as the remainder of the building which is not a private residence or
 - ii) not insured in the name of an individual
- B) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

Rate of Gross Profit (Business Interruption Insurance)

The rate which **Gross Profit** would have borne to **Turnover** during the **Indemnity Period (Business Interruption Insurance)** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity Period (Business Interruption Insurance)** where it exceeds twelve months).

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 - 2 Any adjustment implemented in current cost accounting is disregarded.

Rate of Gross Profit (Loss of Liquor Licence Insurance)

The rate which but for the loss of the **Premises** Licence **Gross Profit** would have borne to **Turnover** during the **Indemnity Period (Loss of Liquor Licence Insurance)** but subject to any trend of the **Business** and other circumstances affecting the **Business** either before or after the loss of the **Premises** Licence or which would have affected the **Business** had the loss of the **Premises** Licence not occurred.

Rent

Any money in the nature of rent including service charges which **You** receive or pay.

Residential Property (Terrorism Insurance)

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Savings in Costs

Any sum saved during the **Indemnity Period (Loss of Liquor Licence Insurance)** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the loss of the **Premises** Licence.

Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

Shop Front

The frontage of the **Building** including all fixed **Glass** and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Shortage in Turnover

The amount by which the **Turnover** during the **Indemnity Period (Loss of Liquor Licence Insurance)** shall in consequence of the forfeiture, suspension or withdrawal of the **Premises** Licence fall short of the **Turnover** which but for the loss of licence would have been achieved during the **Indemnity Period (Loss of Liquor Licence Insurance)**.

Specified Equipment

The individual items of **Business** equipment owned by **You** or for which **You** are legally responsible all as detailed in the **Schedule**.

Standard Legal Expenses

The usual fees that would be incurred by **Us** in nominating **Our Administrator's** choice of **Appointed Representative**.

Standard Turnover

The **Turnover** which would have been obtained during the **Indemnity Period (Business Interruption Insurance)** had the **Damage** not occurred after account has been taken of the trends of the **Business** and of the variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred (subject to the proviso that the amount of **Gross Profit** shall be proportionately increased to correspond with the maximum **Indemnity period (Business Interruption Insurance)** where it exceeds twelve months).

- Note**
- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
 - 2 Any adjustment implemented in current cost accounting is disregarded.

Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

Stock

Stock and materials in trade, work in progress and finished goods (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale).

Stock in the Cold Chamber

Stock in the Cold Chamber also includes **Stock** which at the time of the **Damage** giving rise to such deterioration or putrefaction would normally be placed in the cold chamber but is elsewhere on the **Premises**.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

System

Computers, other computing and electronic equipment linked to a computer hardware electronic data processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

Tenant's Improvements

All tenant's improvements, alterations, additions and decorations belonging to **You** or for which **You** are responsible.

Territorial Limits

The territories covered by this **Policy** as shown in the **Schedule**.

Turnover

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

Turnover From Alternative Trading

The money paid or payable for goods sold and delivered and for services rendered during the **Indemnity Period (Loss of Liquor Licence Insurance)** elsewhere than at the **Premises** either by or on **Your** behalf for the benefit of the **Business**.

Uninsured Variable Costs

- Purchases and related discounts
- Bad debts

unless otherwise shown in the **Schedule**.

Note The meaning of these Costs will be that usually attached to them in **Your** accounts.

Unspecified Equipment

Electronic and photographic **Business** equipment owned by **You** or for which **You** are legally responsible as shown in the **Schedule**.

Virus (not applicable to Terrorism Insurance)

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Virus or Similar Mechanism (Terrorism Insurance only)

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not.

The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Water Table Level

The level below which the ground is completely saturated with water.

We/Us/Our

Royal & Sun Alliance Insurance plc
St Mark's Court
Chart Way
Horsham
West Sussex
RH12 1XL

Working Hours

The period during which the **Premises** are actually occupied for **Business** purposes and during which **You** or **Your Employees** who are entrusted with **Money** are in the **Premises**.

You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

Complaints Procedure

Our Commitment To Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;

- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business.

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - A) If you believe that the information we hold about you is inaccurate, or;
 - B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (eg. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
 RSA
 Bowling Mill
 Dean Clough Industrial Park
 Halifax
 HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are:

Information Commissioner's Office
 Wycliffe House
 Water Lane
 Wilmslow
 Cheshire
 SK9 5AF

