



# BUSINESS COMBINED

Policy





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## Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Statement of Fact, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy, Statement of Fact, and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

## Customer Care

### 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

**0345 300 4006**

(Please quote your Policy Number which can be found on your Schedule).

### 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 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
- Health and Safety issues
- Tax advice.

Please call the 24 hour Helpline **0345 078 7543** quoting code **70201**.

Please note that if Legal Expenses Insurance is insured under your Policy the same telephone number applies in respect of Insured Incident 1 – Employment which requires the Policyholder to have sought and followed advice from our Legal Consultants using this number 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). Please refer to page 55 of the Legal Expenses Insurance section of this Policy for more information.

# Your Policy

## About Your Insurance Policy

This Insurance Policy is made up of this Policy wording, the Statement of Fact and the Schedule which shows the sums insured, the Limits of Liability, the Premium the Policyholder will pay and any other terms which apply to the Policy.

The Policyholder should read the Statement of Fact, Schedule and the Policy wording together.

Some words in this Policy have a special meaning. They start with a capital letter whenever they appear in the Policy, and are listed under "Definitions" within each Section of Insurance.

## The Insurance Contract

This Insurance Policy is a legal contract between the Policyholder and the Company. The Company's acceptance of this risk is based on the information presented to the Company 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, The Company will accept this as being a fair presentation of risk.

The Company 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 the Policyholder shall pay and the Company shall agree to accept the premium.

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

## Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.



# Policy and Claims Conditions

It is a requirement of the Company that the following Policy and Claims Conditions apply as stated except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Applicable to the whole Policy unless otherwise stated:

## 1 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- A) notify the Company as soon as reasonably possible,
- B) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy,
- C) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss,
- D) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at the Policyholder's own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim,
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- E) in respect of Liability Insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company immediately upon receipt,
  - ii) the Policyholder shall tell the Company immediately of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.
- F) in respect of Money Insurance - Section 2 Personal Injury (Robbery) and Personal Accident Insurance:
  - i) provide all medical certificates, reports, information and evidence required by the Company to substantiate that claim. Refer to the Evidence Required Condition under each section for full details.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

## 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) the Policyholder ceases 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 the Policyholder's death.

## 3 Alterations

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 the Policyholder or the Policyholder's Employees

during the Period of Insurance of this Policy.

## 4 Cancelling the Policy

The Policyholder may cancel this Policy by informing the Company in writing, and cancellation will be effective from the date of receipt of the Policyholder's instructions.

The Company may cancel this Policy by sending 30 days written notice to the Policyholder's last known address.

In the event of cancellation, the Company will refund the premium the Policyholder paid for the rest of the insurance period. The Company will do this only if the Policyholder has not made a claim during the Period of Insurance.

## 5 Cancellation of the Policyholder's Fixed Sum Loan Agreement

Where the Company have agreed to the Policyholder paying the Premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserve the right to terminate the Policy and the Policyholder will no longer be insured by the Company.

If the Policyholder's 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, the Company reserve the right to also terminate that linked loan agreement.

## 6 Arbitration

**Not applicable to Liability Insurances, Personal Injury (Robbery) under Money Insurance or Legal Expenses Insurance.**

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the 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 the Company's favour the Policyholder's costs shall not be recoverable under this Policy. This procedure does not prejudice any right of recourse the Policyholder has to any other complaints procedure to which the Company subscribes or to the courts.

## 7 Contribution

### A) Applicable to Property Damage, Business Interruption, Transit, Deterioration of Stock, and Machinery Breakdown Insurances only:

If at the time of any claim, there is any other insurance covering the Policyholder's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

In respect of Property Damage and Transit only:

- i) If any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner.
- ii) If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

### B) Applicable to Liability Insurance

Other than in respect of Extension 3 (Contingent Motor Liability) to Section 2 (Public/Products Liability), if at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

### C) Applicable to Fidelity Insurance

If a loss is covered partly under this Policy and partly under a prior policy issued by another insurer, provided payment has been made or agreed to be made under such prior policy, the contribution applicable under this Policy shall be reduced by the contribution actually applied under such prior policy.

## 8 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.

## 9 Law Applicable

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

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or, if the Policyholder is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Policyholder is based.

## 10 Legal Representation

### A) Applicable to Liability Insurance

Where the Company provides its consent to indemnify the Policyholder in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy, the Company will choose an appropriate representative (be it a solicitor or otherwise) to act on the Policyholder's behalf.

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Policyholder wishes to appoint its own representative, the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent.

The Policyholder agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be) to apply and
- ii) the terms and conditions of such appointment

shall be subject to the Company's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed.

**B) Applicable to Legal Expenses Insurance**

In respect of

i) Insured Incident 1 - Employment

and

ii) Insured Incident 6 - Data Protection

refer to Claim Settlement Condition 7 A) Conduct of legal proceedings.

**11 Reasonable Precautions**

The Policyholder at their own expense shall take all reasonable steps to prevent or minimise any Damage or any Injury to Employees or the public. If the Policyholder discovers any defect or danger, the Policyholder must make it good as soon as reasonably practicable and in the meantime take such additional precautions as circumstances reasonably require.

**12 Asbestos**

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

Failure to comply with any of these requirements may result in the Company not paying the Policyholder's claim.

**13 Rights of the Company****Applicable only to Liability Insurance**

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

**14 Rights of Recovery**

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder is itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

**15 The Company's Liability**

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Policyholder in the Schedule, shall constitute one Policyholder, or one party, or legal entity, so that there will be only two parties to the contract of insurance between the Policyholder and the Company.

**16 Third Party Contract Rights**

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.

# Policy Exclusions

**(Exclusions not applicable to the whole Policy are shown in the individual Insurance section.)**

The Company shall not be liable for:

## **1 Radioactive Contamination**

Damage and any loss or expense or liability resulting or arising directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **2 War and Allied Risks**

(except Liability Insurance Section 1 – Employers' Liability)

Damage and any loss, expense or liability 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.

# Policy Definitions

The following words or expressions shall have the meanings set out below, unless a more specific Definition applies in the individual Insurance section.

## 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.

## Business

The Business Description of the Policyholder as stated in the Schedule.

## Company

Royal and Sun Alliance Insurance plc.

## Computer Systems (Terrorism Insurance)

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

## 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**.

## Covers

The active efficient causes of Damage including excluded causes.

## Damage

Accidental loss destruction or damage.

## Damaged

Accidentally lost destroyed or damaged.

## 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.

## 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**.

## Event

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

## Failure of a System

The complete failure or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired, as specified or as required in the circumstances of the Policyholder's business activities.

## Ground Heave

Upward or lateral movement of the site on which the Policyholder's Buildings stand caused by swelling of the ground.

## Hacking (Terrorism Insurance)

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

## Interest

Where loss, damage or injury would cause financial loss to the Policyholder.

## Landslip

Downward movement of sloping ground.

## Limit of Indemnity

The amount stated in the Policy and/or Schedule as being the total amount payable by the Company in respect of any one Event.

## Microchip

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

## Period of Insurance

The period of time that the Policy is in force as shown in the Schedule.

## Policy

The terms and conditions of the contract including the Policy wording, Schedule, Statement of Fact, Endorsements, Clauses and Certificates.

## Policyholder

The legal entity insured by the Policy.

## Policyholder's Contribution

The first monetary amount of any claim borne by the Policyholder after the application of all other terms and conditions as described in the relevant Insurance section.

## Premises

The premises owned, occupied, leased or rented by the Policyholder as stated in the Schedule.

## Premium

The monetary amount paid or payable by the Policyholder for coverage under the Policy.

### 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

The material assets owned by the Policyholder or those material assets for which they are legally responsible.

### 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**.

### Schedule

The statement of details specific to the Policyholder forming part of the Policy.

### Statement of Fact

The document setting out information provided by the Policyholder or the Policyholder's representative as being relevant to the cover that has been applied for. It also includes assumptions the Company has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct.

### Subsidence

Downward movement of the site on which the Policyholder's 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.

### Virus

Shall mean programming code or series of instructions designed to achieve an unexpected, unauthorised, undesirable effect or operation when loaded onto a System, transmitted from one System to another by transfer between computer systems via networks, extranets, internets or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self-replication or not.

### Virus or Similar Mechanism (Terrorism Insurance)

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.

# Property Damage Insurance and Business Interruption Insurance

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

If any of the Property Insured described in the Schedule suffers Damage by any of the Covers insured, the Company will in accordance with the provisions of the Policy pay to the Policyholder:

- 1 in respect of Property Damage Insurance, the amount of loss or at its option reinstate, repair or replace such Property,
- 2 in respect of Business Interruption Insurance, the amount of loss resulting from the interruption or interference with the Policyholder's Business at the Premises caused by the Damage, provided that:
  - A) the Company's 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.
  - B) in respect of Business Interruption Insurance, payment has been made or liability admitted for the Damage under a Policy covering the Interest of the Policyholder in the Property, or payment would have been made or liability admitted for the Damage but for the operation of a proviso in such excluding liability for losses below a specified amount.

## Property Damage and Business Interruption Covers

The following are the Covers insured unless stated as Covers Not Included in the Schedule.

### Cover

- 1 A) **Fire** (including smoke) excluding Damage:
    - i) by explosion resulting from fire,
    - ii) to Property caused by its undergoing any process involving the application of heat.
  - B) **Explosion** excluding Damage caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only, but this shall not exclude:
    - i) in respect of Property Damage Insurance, Damage caused by explosion of
      - any boiler
      - gas used for domestic purposes only,
    - ii) in respect of Business Interruption Insurance, Damage caused by the bursting of any vessel or machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only but shall not exclude explosion of
      - any boiler used for domestic purposes only or of any other boiler or economiser on the Premises
      - gas used for domestic purposes only
- C) **Lightning**
  - D) **Aircraft** or other aerial devices or articles dropped there from.
- 2 **Earthquake** excluding Damage caused by fire.
  - 3 **Riot and malicious persons**, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage:
    - A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority,
    - B) arising from cessation of work,
    - C) i) in the course of theft or attempted theft,
      - ii) 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.
  - 4 **Storm or flood** excluding Damage:
    - A) attributable solely to change in the water table level (the level below which the ground is completely saturated with water),
    - B) caused by frost, Subsidence, Ground Heave or Landslip,
    - C) to fences, gates and moveable Property out in the open.
  - 5 **Escape of water** or oil from any tank, apparatus or pipe excluding:
    - A) Damage by water discharged or leaking from an automatic sprinkler installation,
    - B) Damage in respect of any Building which is empty or not in use,
    - C) the cost of replacing the oil.
  - 6 **Impact** by any road vehicle (including any fork lift truck or other industrial vehicle) or animal.
  - 7 **Sprinkler Leakage**  
The accidental escape of water from any automatic sprinkler installation excluding Damage:
    - A) by freezing in any Building which is empty or not in use,
    - B) by heat caused by fire.
  - 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage:
    - A) which does not involve
      - i) entry to or exit from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means
    - or
    - ii) 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 the Policyholder or for which the Policyholder is responsible and which are securely fixed to the external structure of the Buildings.

- B) to any part of the Building not occupied by the Policyholder for the purpose of the Business,
- C) to moveable Property in the open or Property from any outbuilding,
- D) to Property in transit,
- E) to Money and securities of any description.
- F) in excess of £10,000 any one loss for Damage to lead. Damage to lead will only apply where Buildings are shown as Included on the Schedule.

**9 Subsidence, Ground Heave or Landslip** excluding Damage:

- A) arising from the settlement or movement of made-up ground or by coastal or erosion by any water course,
- B) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises,
- C) arising from normal settlement or bedding down of new structures,
- D) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also affected,
- E) commencing prior to the granting of cover under this Policy.

**10 Falling trees or their branches** excluding Damage caused by felling or lopping by the Policyholder or on the Policyholder's behalf

**11 Glass**

- 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 the Policyholder or for which the Policyholder is legally responsible for the repair.

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.

**12 Leakage of alcohol drinks and soft drinks from storage containers or connected apparatus** excluding

- A) the cost of replacing the alcoholic and soft drinks.
- B) leakage of bottled stock.

**13 Any other accident** excluding Damage:

- A) by any of:
  - i) the Covers,
  - ii) the causes expressly excluded from the Covers specified in Covers 1-12 or 14 (whether or not insured).

- B) to any Property caused by:

- i) its own faulty or defective design or materials,
- ii) inherent vice, latent defect, gradual deterioration, wear and tear,
- iii) faulty or defective workmanship, operational error or omission on the part of the Policyholder or any of their Employees,

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.

- C) caused by:

- i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects,
- ii) change in temperature, colour, flavour, texture or finish,
- iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any connected range of steam and feed piping,
- iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates,
- v) caused by or consisting of the freezing, solidification or inadvertent escape of molten metal,

but this shall not exclude:

- i) such Damage which itself results from other Damage and is not otherwise excluded,
- ii) subsequent Damage which itself results from a cause not otherwise excluded.

- D) caused by:

- i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information,
- ii) in respect of Business Interruption Insurance, erasure or distortion of information on computer systems or other records:
  - whilst mounted in or on any machine or data, processing apparatus or
  - due to the presence of magnetic flux

unless caused by Damage to the machine or apparatus in which the records are mounted.

- E) to:

- i) a Building caused by its own collapse or cracking,
- ii) moveable Property in the open, fences and gates by wind, rain, hail, sleet, snow, flood or dust,
- iii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.



- F) to:
- i) Property in transit,
  - ii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft,
  - iii) land, piers, jetties, bridges, culverts and excavations,
  - iv) livestock, growing crops and trees,
  - v) 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,
  - vi) overhead transmission lines.
- G) to:
- i) Property in transit other than Computer Equipment, Ancillary Equipment and Computer System Records.
  - ii) Computer Equipment, Ancillary Equipment or Computer System Records in transit unless it is in the custody of the Policyholder's director, principal, partner or Employee.
  - iii) Money or securities of any description.

#### 14 Computer Breakdown

**Cover 14 only applies if 'Computer Breakdown' is shown as Included in the Schedule**

Mechanical or electrical breakdown or derangement in respect of Computer Equipment or Ancillary Equipment excluding Damage:

- A) by any of the Covers 1-13 or the exclusions shown under each of these Covers (whether insured or not)
- B) caused by or consisting of wear and tear or deterioration due to atmospheric conditions, rust or corrosion, faulty or defective workmanship, or operational error or omission by the Policyholder or any of the Policyholder's Employees  
but this shall not exclude subsequent Damage which itself results from an insured Cover.
- C) to Computer Equipment or Ancillary Equipment in the open.
- D) where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the Property.
- E) to Computer Equipment or Ancillary Equipment resulting from:
  - i) its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
  - ii) pollution or contamination
  - iii) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

but not such Damage which itself results from other Damage which is covered by this Insurance.

## Extensions to Cover 14

### 1 Additional Rental Cost of Computer Equipment or Ancillary Equipment

Following Damage to Computer Equipment and Ancillary Equipment the additional rental cost incurred by the Policyholder which is necessary to replace any existing rental, lease or hire agreement in respect of the damaged Property. The Limit of Liability being £7,500 any one loss.

### 2 Incompatibility of Computer Systems Records

- A) the cost of modifying the Computer Equipment  
or
- B) the cost of replacing Computer Systems Records and the cost of reinstating programmes or the information on them whichever is the less following Damage which has resulted in undamaged Computer Equipment being incompatible with any replacement Computer Equipment. The Limit of Liability being £10,000.

### 3 Accidental Discharge of Gas Systems

The cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Computer Equipment and Ancillary Equipment following accidental discharge excluding any cost directly incurred as a result of the gas system being installed, commissioned or tested. The Limit of Liability being £10,000.

## Requirements which the Policyholder must comply with to prevent loss or Damage

### Residual Breakdown

It is a requirement of the Insurance that the Policyholder has in force a Maintenance Agreement in respect of Computer Equipment and Ancillary Equipment.

**Failure to comply with this requirement may result in the Company not paying the Policyholder's Property Damage claim.**

### Computer System Records

It is a requirement of this Insurance that the Policyholder shall ensure that

- 1 back-up information is taken and verified at least once every 24 hours and is
  - A) maintained at a location other than the Premises or
  - B) stored in a fireproof safe or fireproof cabinet on the Premises with a verified copy taken and stored at a location other than the Premises at least once every seven days
- 2 written and enforced Data protection, system security and virus protection procedures are in place for Employees with access to Data
- 3 at least one verified copy and up to date set of software programmes is maintained at a location other than the Premises.

**Failure to comply with any of these requirements may result in the Company not paying the Policyholder's Property Damage claim.**

## Property Damage – The Insurance Provided

### In respect of Buildings, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment

(other than motor vehicles or directors', partners' and Employees' personal effects).

The Company will pay:

- A** in respect of Buildings, Tenant's Improvements and General Contents, the cost of reinstatement being where the Property is:
- i) destroyed the cost of rebuilding or in the case of General Contents the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing),
  - ii) Damaged the cost of repairing or restoring the damaged portions

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

In respect of Computer Equipment and Ancillary Equipment, the cost of reinstatement being

- A) where the Property is destroyed or suffers Damage which is beyond economic repair
- i) the cost of replacement by new Property of equal performance and specification
  - ii) the cost of Property of the next highest available specification and performance if Property of equal performance and specification cannot be found
- B) where the Property suffers Damage the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new.
- B** **complying with Public Authorities' requirements**, being such additional cost of reinstatement of the Property as may be incurred with the Company's consent in complying with European Union legislation or Building Regulations or local authority or other statutory requirements first imposed upon the Policyholder following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow and may be carried out upon another site (should the stipulations require).

The Company shall not be liable for requirements relating to: 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 legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, subject to a Limit of Liability of 15% of the total amount the Company would have been liable for had the building been totally destroyed. Provided that the Company will not be liable for such additional cost in respect of other Buildings, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment which have not sustained Damage.

- C** **removing debris** being the cost incurred with the Company's consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses:
- i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site,
  - ii) arising from pollution or contamination of property not insured by this Policy.

**D** **professional fees** being those necessarily incurred in the reinstatement of the Property but not for preparing any claims.

**E** In respect of Computer Equipment and Ancillary Equipment the cost the Policyholder necessarily incurs to reinstate programmes and information onto fixed discs.

### The Company's rights against persons using Computer Equipment and Ancillary Equipment

The Company agrees not to pursue any rights the Company may have against any person causing Damage whilst using Computer Equipment or Ancillary Equipment provided that the person

- 1 has the Policyholder's permission to use the items
- 2 is subject to the terms and conditions of this Policy as they apply to the Policyholder.

### Underinsurance in respect of Buildings, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment

If at the time of the Damage the Declared Value applying to the relevant Buildings, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment item is less than 85% of the Insurable Amount (see below) the Policyholder will be responsible for the difference and the Policyholder 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.

### In respect of documents, manuscripts, business books and Computer System Records the Company will pay:

- 1 the value of the materials as stationery,
- 2 the clerical labour and computer time expended in reproducing or writing up such documents,
- 3 the costs necessarily incurred in connection with the reproduction of any information to be recorded,

excluding the value to the Policyholder of the information and subject to the Company's liability not exceeding the limit stated in the definition of General Contents in respect to documents, manuscripts and business books or in respect to Computer System Records the Sum Insured shown on the Schedule.

### In respect of Stock, Stock in the open (where shown as Included on the Schedule) and other insured Property not specifically provided for the Company will pay:

the value of the Property at the time of its destruction or the amount of the Damage including the cost of removing debris as defined in cost C.

The undernoted provisions apply:

- 1 **Contract Price**  
In respect only of goods sold but not delivered, for which the Policyholder is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage the Company's liability shall be based on the contract price.

**2 Underinsurance in respect of Stock**

If at the time of Damage the Sum Insured is less than 85% of the Insurable Amount (see below) the Policyholder will be responsible for the difference and the Policyholder will bear a proportionate share of the loss.

Insurable Amount shall mean the contract price of or the value at the time of Damage to all other Property.

**In respect of Rent of Buildings which suffer Damage the Company will pay:**

**rent payable** by the Policyholder:

the amount of rent which continues to be payable by the Policyholder in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage for a period not exceeding the Maximum Indemnity Period as stated in the Schedule.

**Underinsurance in respect of Rent**

If at the time of Damage the Sum Insured is less than 85% of the Insurable Amount (see below) the Policyholder will be responsible for the difference and the Policyholder will bear a proportionate share of the loss.

Insurable Amount shall mean the annual rent payable 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.

**Business Interruption Insurance – The Insurance Provided**

**Item on Gross Profit or Estimated Gross Profit**

(unless shown as Not Included in the Schedule)

Subject to the special provisions below the Company will pay as indemnity:

**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 in consequence of the Damage.

**2 In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of:

- the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

plus

- 5% of the Sum Insured by the item (but not more than £250,000).

**Item on Gross Revenue, Estimated Gross Revenue or Estimated Gross Fees**

(unless shown as Not Included in the Schedule)

Subject to the special provisions below the Company will pay as indemnity:

**1 In respect of Loss of Gross Revenue or Gross Fees**

the amount by which the Gross Revenue or Gross Fees during the Indemnity Period shall fall short of the Standard Gross Revenue or Standard Gross Fees in consequence of the Damage.

**2 In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue or Gross Fees which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage

but not exceeding the total of:

- the amount of the reduction in Gross Revenue or Gross Fees thereby avoided

plus

- 5% of the Sum Insured by the item (but not more than £250,000).

**Underinsurance in respect of Business Interruption**

If the sum insured is less than 85% of the Insurable Amount (see below) the Policyholder will be responsible for the difference and the Policyholder will bear a proportionate share of the loss

The Insurable Amount is the Gross Profit, Gross Revenue or Gross Fees 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, Gross Revenue or Gross Fees 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 the Policyholder is accountable to the tax authorities.
- 2** Any adjustment implemented in current cost accounting is disregarded.

**Extensions to Business Interruption Insurance**

**1 Loss at Suppliers' Premises or Customers' Premises**

Damage by any of the insured Covers 1-13 to any suppliers' or customers' premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, excluding any amount in excess of 10% of the Gross Profit, Gross Revenue or Gross Fees Sum Insured or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

**2 Loss at Specified Suppliers' Premises or Customers' Premises (THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE)**

Damage by:

- A) any of the insured Covers 1-13 to the suppliers' or customers' premises as specified in the Schedule within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- B) Fire to suppliers' or customer's premises within the EU, as specified in the Schedule, excluding:
  - 1) Damage by explosion resulting from fire
  - 2) Damage to property caused by its undergoing any process involving the application of heat
  - 3) Damage by Earthquake

The limit of liability being the Sum Insured stated in the Schedule.

**3 Loss at Storage Sites**

Damage by any of the insured Covers 1-13 to any premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not owned by or occupied by the Policyholder but which is used by the Policyholder solely for storage purposes excluding any amount in excess of 10% of the Gross Profit, Gross Revenue or Gross Fees Sum Insured or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

**4 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
- excluding
- i) any loss that occurred during the first 24 consecutive hours of the Indemnity Period.
  - ii) 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.
  - iii) any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance
  - iv) any loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

**5 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

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

**6 Denial of Access and Loss of Attraction**

Damage to Property in the vicinity of the Premises by any of the insured Covers 1-13 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 being used by the Policyholder for the purpose of the Business shall be damaged or not
- excluding
- i) any loss as a result of Damage which prevents or hinders the supply of electricity, gas, water or telecommunications services.
  - ii) any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.

**7 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

- excluding
- i) loss as a result of accidental failure of satellite or mobile phone services.
  - ii) loss incurred during the first 24 consecutive hours of the Indemnity Period.
  - iii) 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.
  - iv) any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
  - v) loss as a failure or restriction of the telecommunication system caused by industrial action or strikes.
  - vi) loss as a result of upgrading the system by the Policyholder whether or not undertaken by the telecommunication authority.
  - vii) loss as a result of essential repair for routine maintenance work undertaken by the telecommunications system.
  - viii) loss as a result of use of equipment by the Policyholder which is incorrectly installed or incompatible with the telecommunications system.
  - ix) loss as a result of the inability to access;
    - A) extranets
    - or
    - B) applications and any services over the internet.

**8 Property at Other Locations and In Transit**

Damage by any insured Cover 1–13 to

- A) documents and business books whilst removed from the Premises to any location and whilst in transit within Europe
  - B) any other Property Insured (excluding Computer Equipment, Ancillary Equipment, Computer Systems Records and 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 Europe
    - ii) in transit by road, rail, air or inland waterway within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- excluding
- i) loss as a result of Damage to the conveying vehicle or craft by impact
  - ii) any amount in excess of £25,000 for A) and £250,000 for B) in respect of any one loss after the application of all other terms and conditions of this Insurance.

**9 In respect of Computer Equipment and Ancillary Equipment**

The accidental failure of the electricity supply in the distribution wiring within the Premises in which the Computer Equipment or Ancillary Equipment is situated excluding:

- i) failure which is caused by Cover 14
- ii) any amount in excess of 10% of the total Sum Insured in respect of Gross Profit/Gross Revenue/Gross Fees or £250,000 whichever is the lower figure after the application of all other terms and conditions of this Insurance.

**Special Provisions****1 Alternative Trading**

If during the Indemnity Period goods are sold or services rendered other than at the Premises, for the benefit of the Business, either by the Policyholder or by others on the Policyholder's behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the:

- A) Turnover (for Item on Gross Profit)
- or
- B) Gross Revenue/Gross Fees

during the Indemnity Period.

**2 Savings**

If any of the charges or expenses of the Business payable out of Gross Profit, Gross Revenue or Gross Fees cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

**3 Professional Accountants' Charges**

The Company will pay the reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Policy and Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts.

**4 Accumulated Stocks**

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover resulting

from the Damage is postponed due to the Turnover being temporarily maintained from accumulated stocks of finished goods.

**5 Payments on Account**

Payments on account may be made during the Indemnity Period if desired.

**6 Designation of Property**

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

**Outstanding Debit Balances**

**This extension only applies if Outstanding Debit Balances is shown as Included in the Schedule**

Damage by any of the Covers insured preventing the Policyholder from tracing or establishing customer's debit balances in whole or part due to them the Company will pay to the Policyholder the amount of loss resulting from such Damage in accordance with the provisions of the insurance provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured by the item stated in the Schedule, excluding Damage:

- A) by Theft from any unattended vehicle
- B) in respect of Any other accident by
  - 1) erasure or distortion of information on computer systems or other records due to
    - i) the presence of a magnetic flux,
    - ii) the failure breakdown or malfunction of equipment,
    - iii) error in the operating of equipment,
    - iv) defects in such records.
  - 2) any fraudulent or other criminal act for the purpose of obtaining money from the Policyholder or alteration, manipulation or falsification of records for the purpose of concealing such an act
  - 3) any bookkeeping accounting or other errors or omissions
  - 4) disappearance misfiling or misplacing of information or any loss only revealed by periodic check or audit

**The Insurance Provided for Outstanding Debit Balances**

Subject to the provision below the Company will pay as indemnity –

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

The following is the provision referred to above

**Underinsurance**

If at the time of the Damage the Sum Insured is less than 85% of the Outstanding Debit Balances) the Policyholder will be responsible for the difference and the Policyholder will bear a proportionate share of the loss.

## Requirements the Policyholder must comply with to minimise loss of Outstanding Debit Balances

### Duplicate Records

The Policyholder 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 the Company.

**Failure to comply with this requirement may result in the Company not paying the Policyholder's Business Interruption claim.**

### Extension

This insurance extends to include loss as insured by the Policy in consequence of Damage by any Cover insured to any of the Policyholder's records whilst

- A) temporarily at premises occupied by persons acting on the Policyholder's behalf
- B) in transition Great Britain Northern Ireland the Channel Islands or the Isle of Man.

## Extensions to Property Damage Insurance and Business Interruption Insurance

This Insurance section extends to include Damage and the amount of loss resulting from interruption or interference to the Policyholder's Business caused by the Damage in respect of the following additional Property, Premises and costs.

The Company's liability in respect of each and every extension shall not exceed the corresponding limit shown in the Schedule or as stated below.

### 1 Additional Metered Utility Charges

Any additional metered utility charges that are incurred by the Policyholder, solely as a result of Damage insured by this Policy, except for those in respect of any loss which has not been discovered and remedial action has been taken within 30 days of the Damage occurring.

The amount payable by the Company shall be determined by comparing charges made by the suppliers on the Policyholder's account during the period in which the loss occurred, with the normal charge (as may be adjusted to take into account any relevant factors affecting the Policyholder's liability for metered charges during such period). The Limit of Liability being £25,000.

### 2 Automatic Reinstatement after a Loss

In the absence of written notice by the Policyholder or the Company to the contrary, within 30 days of the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover.

### 3 Branded Goods

In the event of Damage to branded or labelled goods or merchandise, any salvage will not be disposed of by sale, without the consent of the Policyholder. If such salvage is not disposed of by sale then the Damage shall be assessed at the value agreed between the Policyholder and the Company and be taken into consideration in the settlement of the claim.

### 4 Buildings, Tenant's Improvements, General Contents, Computer Equipment and Ancillary Equipment – Alterations and Additions

If, during the Period of Insurance, alterations or additions are made to any Buildings insured or Buildings, Tenant's Improvements, General Contents, Computer Equipment or Ancillary Equipment are acquired or constructed, at any

Premises, covered by this insurance, or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and such additional Property is not otherwise insured, it will be held covered under the relative items of this Policy, from the time the Policyholder became responsible for it until the next renewal of the Policy, when specific insurance shall 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 no more than 10% and subject to the Company's liability not exceeding £500,000 in respect of additional Property at any one Premises.

### 5 Clearance of Drains

The costs necessarily incurred in cleaning and repairing drains, gutters and sewers for which the Policyholder is responsible in consequence of Damage to the Property. The Limit of Liability being £25,000.

### 6 Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses

Any reasonable costs incurred by the Policyholder:

- A) in refilling fire extinguishing appliances and replacing used sprinkler heads,
- B) in recharging gas flooding systems installed for the protection of the Property insured,
- C) in resetting fire and intruder alarms,
- D) of fire brigade charges,

all solely in consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof. The Limit of Liability being £25,000.

### 7 Involuntary Betterment

The costs described below in the event that Property insured suffers Damage to the extent that it cannot be economically repaired and replacement property of like kind and quality is not obtainable:

- A) New Property that is as similar as possible to that suffering Damage and that is capable of performing the same function shall be deemed to be new Property of like kind and quality and in no event shall this be considered as a betterment to the Policyholder.
- B) The Company will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that the Company shall:

- 1) be liable only for the amount sufficient to enable the Policyholder to resume operations in substantially the same manner as before the Damage,
- 2) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment. The Limit of Liability being £50,000.

### 8 Landscaped Grounds

The costs incurred by the Policyholder in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and

planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established. The Limit of Liability being £25,000.

#### 9 Loss Reduction Expenses and Temporary Repairs

The costs and expenses incurred by the Policyholder in:

- A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy,
- B) reducing losses as a result of Damage insured under this Policy,
- C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

- i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred,
- ii) the costs and expenses incurred did avoid or mitigate the Damage,
- iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The Limit of Liability being £25,000.

#### 10 Mitigation of Environmental Impact

Any costs incurred by the Policyholder, if in consequence of Damage, the Policyholder elects (with the prior agreement of the Company) to reinstate Buildings and/or General Contents in a manner that aims to reduce the impact on the environment but which increases the cost of reinstatement, then this Policy extends to include the additional costs incurred, with the Company's consent, by the Policyholder for such purposes and this shall not be considered as betterment to the Policyholder.

Provided that:

- A) such additional costs shall include but not be limited to costs incurred in:
  - i) using sustainable construction materials,
  - ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies.
- B) this Extension includes the additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of contents that has not sustained Damage,
- C) such costs shall exclude those associated with removing debris,
- D) the Company shall not be liable for:
  - i) such additional costs for work already planned by the Policyholder prior to the Damage,
  - ii) more than the Limit of Liability. The Limit of Liability being £50,000 or 5% of the total loss, whichever is the lesser amount.

#### 11 Mortgagees and Lessors

Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, lessee or freeholder of any Buildings

insured by this Policy will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without knowledge or authority and the Company is notified immediately they become aware of such increase in risk and pay an additional premium if required.

#### 12 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.

#### 13 Non-Invalidation

The insurance in respect of Buildings or parts of Buildings not occupied by the Policyholder shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Policyholder, provided that immediately they become aware thereof they shall give notice to the Company and pay an additional premium if required

#### 14 Other Interests

It is agreed that the various parties may have a legal interest in part of the Property insured by this Policy and the Policyholder undertakes to declare the names, nature and extent of any interest of any such parties at the time of Damage.

#### 15 Property at Other Locations

Property insured whilst removed from the Premises as indicated below except that:

- A) this extension applies only in so far as the Property is not otherwise insured,
- B) this extension applies only to Damage occurring within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- C) the Company's liability for any one loss shall not exceed the Limit of Liability stated below:

Limit of Liability for any one loss:

- i) Documents, manuscripts and business books at any location and whilst in transit – the limit stated in the General Contents definition excluding Damage by theft from any unattended vehicle unless
  - a) the Property is concealed in a glove compartment or locked luggage compartment and
  - b) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- ii) Stock (excluding goods held in trust) at any location used by the Policyholder for storage – 10% of the relative Sum Insured but in no case exceeding £250,000.
- iii) Other Property (excluding Computer Equipment, Ancillary Equipment, Computer Systems Records and vehicles licensed for road use) at any location to which the Property has been temporarily removed for cleaning, renovation, repair or other similar purposes – 10% of the relative Sum Insured but in no case exceeding £250,000.

#### 16 Property Temporarily Removed

Any Premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man not occupied by the Policyholder but used by the Policyholder:

- A) to store records,

or

- B) for the cleaning, renovation, repair or other similar purposes of machinery and plant (but not motor vehicles) whilst temporarily removed from the Premises and in transit by road, rail, air or inland waterway to and from the Premises excluding Damage by theft from any unattended vehicle unless
- the Property is concealed in a glove compartment or locked luggage compartment and
  - all points of access to the vehicle are locked or the vehicle is stolen at the same time.

all in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. The Limit of Liability being £250,000.

#### 17 Reinstatement

The work of reinstatement may be carried out at another site and in any manner suitable to the requirements of the Policyholder provided that it does not increase the Company's liability.

The Company may reinstate or replace any Property Damaged without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the Policyholder. The Policyholder shall, at their expense, provide the Company with all such plans, documents, books and information as the Company may reasonably require.

#### 18 Salvage Sales

If, following Damage giving rise to a claim under this Policy, the Policyholder holds a salvage sale during the Indemnity Period, clause A of the insurance provided in respect of any Business Interruption item shall read as follows:

- A) In respect of Reduction in Turnover

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) falls short of the Standard Turnover in consequence of the Damage from which the amount shall be deducted the Gross Profit actually earned during the period of the salvage sale.

#### 19 Theft cover Extension

Any cover granted under this insurance in respect of Theft includes:

- the cost of repairing Damage to the Buildings (whether or not the Buildings are insured by this Policy) if the Policyholder is responsible for the repairs and the Damage is not otherwise insured excluding Damage to Buildings which the Policyholder owns but has failed to insure under this Policy or any other policy,
- the cost (not exceeding £1,000) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the Theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors partners or Employees of the Policyholder.

#### 20 Trace and Access

The costs incurred by the Policyholder, in the event of Damage, resulting from escape of water or oil as covered by the Policy in locating the cause of such Damage and subsequently making good. The Limit of Liability being £25,000.

#### 21 Unauthorised Use of Water, Gas, Electricity and Oil

The costs of metered water, gas, electricity and oil for which the Policyholder is legally responsible arising from its unauthorised use by persons taking possession of or occupying the Premises without the consent of the Policyholder. The Limit of Liability being £25,000.

#### 22 Undamaged Stock

The insurance in respect of Stock extends to include undamaged Stock that deteriorates, is condemned or otherwise becomes unusable resulting solely from Damage as insured to other Property insured. The Limit of Liability being £25,000.

#### 23 Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out minor alterations, repairs, decoration and general maintenance and the like without prejudice to the terms of the Policy.

#### 24 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 the Policyholder's protection the Company will not reduce the sums insured if the index moves down unless the Policyholder asks the Company 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.

## Exclusions

Exclusions applicable to Property Damage and Business Interruption Insurances

This Policy does not cover:

#### 1 Electronic Risk

- Damage to Data which shall include but shall not be limited to:
  - Damage to or corruption of Data whether in whole or in part,
  - unauthorised appropriation of, use of, access to or modification of Data,
  - unauthorised transmission of Data to any third parties,
  - Damage arising out of any misinterpretation, use or misuse of Data,
  - Damage arising out of any operator error in respect of Data.
- Damage to the Property Insured arising directly or indirectly from:
  - the transmission or impact of any Virus,
  - unauthorised access to a System,
  - interruption of or interference with electronic means of communication, used in the conduct of the Policyholder's Business, including but not limited to, any diminution in the performance of any website or electronic means of communication,
  - Failure of a System,
  - 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 Covers insured provided that such Damage does not arise by reason of any malicious act or omission.



**2 Marine**

Damage to Property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any 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.

**3 Policyholder's Contribution**

The Policyholder's Contribution, as specified in the Schedule, being the first part of each and every loss to be borne by the Policyholder, at each separate Premises, as ascertained after the application of all other terms and conditions of this Policy including the Underinsurance provision.

Damage caused by Covers 2 (Earthquake) and 4 (Storm or Flood) occurring continuously or intermittently within any period of 72 consecutive hours shall be deemed to constitute one loss, provided that, in the event of expiry or cancellation of this Policy any such period may not end later than the termination of the Period of Insurance, such period shall be deemed to have commenced on the first happening of such Damage.

**4 Pollution and Contamination**

Damage to any Property and any loss or expense or liability resulting or arising there from 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 Cover insured (other than Cover 10),
- B) any Cover insured (other than Cover 10) which itself results from pollution or contamination.

**5 Property Excluded**

Damage to Property which is more specifically insured, Property in transit, vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft, land, piers, jetties, bridges, culverts and excavations, livestock, growing crops and trees, 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 or overhead transmission lines.

**6 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 civil commotion.

This Policy 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 the insurance by this Policy 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:

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

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion 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 the Policyholder.

## Requirements which the Policyholder must comply with to prevent loss or Damage

**Failure to comply with any of the following requirements may result in the Company not paying the Policyholder's Property Damage claim.**

### Fire Extinguishing Appliances

The Policyholder shall maintain all fire extinguishing appliances in efficient working order.

### Security Precautions

It is a requirement of this Insurance that

- 1 the Policyholder shall ensure that whenever the Business Premises are left unattended
  - 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 the Company has specified in the Schedule that the Business Premises must be protected by an Intruder Alarm System it is a requirement of this Insurance that the Policyholder complies with the following conditions in respect of such Premises

- 2 the Policyholder 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 the Company in writing.
- 3 the Policyholder 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 the Company's written agreement.
- 4 the Policyholder shall ensure that any Intruder Alarm System required or approved by the Company is installed in accordance with a specification agreed in writing by the Company.

- 5 the Policyholder shall not make any alteration to or substitution of
  - A) any part of the Intruder Alarm system
  - B) the procedures agreed by the Policyholder for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm system
  - C) the maintenance contractwithout the Company's written agreement.
- 6 the Policyholder shall not make any structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System without the Company's written agreement.
- 7 the Policyholder 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.
- 8 the Policyholder 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.
- 9 the Policyholder shall immediately notify any change of Keyholder details to the police and any alarm receiving centre to which the Intruder Alarm System signals.
- 10 the Policyholder 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.
- 11 the Policyholder shall advise the Company as soon as possible and in any event not later than 10.00am on the Company's next working day and comply with any subsequent requirements stipulated by us if the Policyholder receives 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
- 2 All external doors and all internal doors giving access to any part of the Buildings not occupied by the Policyholder 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 doorsor
  - 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 doorand
  - 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 Where any of the doors described in 1 and 2 above are timber or steel outward opening doors, in addition each outward opening door to be fitted with hinge bolts top and bottom.
- 5 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.

### Storage in Basements

It is a requirement of this Insurance that in respect of any General Contents, Stock or Computer Equipment kept in a basement that such Property is racked and kept at least 6" above the floor of the basement.

### Storage of Flammable Solvents

It is a requirement of this Insurance in respect of Damage caused by fire or explosion that all flammable solvents are kept in closed tins and are stored in a fire resisting compartment.

### Kitchen Equipment

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

## Minimum Standards of Security

It is a requirement of this Insurance that the following security measures are in place at the Policyholder's 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.

- 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.

## Definitions

### Property Damage Definitions

#### Designation of Property

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

#### Property Insured

Buildings, General Contents, Stock, other property or interests all as defined below at the Premises as described in the Schedule and all being the Property of the Policyholder or for which they are responsible.

#### Buildings

Landlord's fixtures and fittings in and on the buildings, outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, wind turbines attached to the buildings, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical instruments, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

#### General Contents

Machinery, plant, fixtures, fittings and other trade equipment, all office equipment and other contents (excluding Computer Equipment, Ancillary Equipment, Computer Systems Records, Money, Deeds and Documents and transparencies), patterns, models, moulds, plans and designs, documents, manuscripts 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 and instruments 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) and subject to any specific exclusions in this insurance, wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of Damage by Theft (if insured), motor vehicles, motor chassis and their contents to the extent that they are not otherwise insured.

#### Computer Equipment

All Computer Equipment including interconnecting wiring, fixed disks and telecommunications equipment owned by or leased, hired or rented to the Policyholder all used for storage and communication of Data.

#### Computer System Records

All current and backup computer records (excluding fixed disks and paper records of any kind) incorporating stored Data.

#### Ancillary Equipment

Equipment which is solely used for use with the Computer Equipment including fire extinguishing gas bottles and pipework, computer room partitioning, air conditioning, generating, voltage regulating, temperature or humidity recording, electronic access and heat or smoke detecting equipment owned by or leased, hired or rented to the Policyholder.

#### Maintenance Agreement

A maintenance, rental, hire or lease agreement which provides the Policyholder at inclusive cost with a service of at least on-call remedial or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use of the Computer Equipment or Ancillary Equipment.

#### Money

Cash, bank notes, currency notes, cheques, bankers drafts, postal orders, money orders, current postage stamps and revenue stamps, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit cards.

#### Intruder Alarm System

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

#### Keyholder

Any person or keyholding company authorised by the Policyholder, 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.

#### Stock

Stock and materials in trade, work in progress and finished goods.

#### Tenants' Improvements

All tenant's improvements, alterations, additions and decorations belonging to the Policyholder or for which the Policyholder is responsible.

#### 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.

### Business Interruption Definitions

#### Indemnity Period

The period beginning when the Damage occurs, 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).

**Turnover**

The money paid or payable to the Policyholder for work done and services rendered in course of the Business, at the Premises.

**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.

Notes

- 1 The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Policyholder's normal accountancy methods, due provision being made for depreciation.
- 2 The Uninsured Variable Costs shall have the meaning usually attached to them in the Policyholder's accounts.

**Uninsured Variable Costs**

Those costs that vary directly with the output or the sales revenue of a company and shall mean:

- A) Purchases and related discounts,
- B) Bad debts

unless otherwise stated in the Schedule.

**Gross Revenue/Gross Fees**

The money paid or payable to the Policyholder for work done and services rendered, in course of the Business, at the Premises.

**Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees**

The amount declared by the Policyholder to the Company, as representing not less than the Gross Profit, Gross Revenue or Gross Fees which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (subject to the provision of Insurable Amount B) below).

**Rate of Gross Profit**

The rate which Gross Profit would have borne to Turnover, during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

**Standard Turnover, Standard Gross Revenue or Standard Gross Fees**

The Turnover, Gross Revenue or Gross Fees which would have been obtained during the Indemnity Period, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

**Insurable Amount**

The Gross Profit, Gross Revenue or Gross Fees which would have been earned in the twelve months immediately following the date of Damage, if the Damage had not occurred and allowing for trends of the Business or circumstances which would have affected the Business irrespective of the Damage occurring.

The following notes refer to the Business Interruption Definitions stated above:

- A) To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
- B) In the definitions of:
  - i) Estimated Gross Profit and Insurable Amount,
  - or
  - ii) Estimated Gross Revenue, Estimated Gross Fees and Insurable Amount,

the amount of Gross Profit, Gross Revenue or Gross Fees shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months.

**Outstanding Debit Balances**

The total recorded under Duplicate Records (as detailed in 'Requirements which the Policyholder 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 the Policyholder is accountable to the tax authorities.
- 2 Any adjustment implemented in current cost accounting is disregarded

# All Risks Insurance

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

If any of the Property described in the Schedule suffers Damage the Company will pay the Policyholder the amount of loss or at the Company's option reinstate or replace such Property provided that the Company's liability shall not exceed the applicable Sum Insured or Limit of Liability shown in the Schedule.

The Company will pay the Policyholder 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.

## Section 1

Damage to Unspecified Equipment excluding

- A) the Policyholder's Contribution
- B) any item in excess of the Single Article Limit shown in the Schedule.

## Section 2

Damage to Specified Equipment excluding

- A) The Policyholder's Contribution
- B) 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
  - 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 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 the Policyholder's 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.

## All Risks – The Insurance Provided

The Company will pay 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

## Partial Damage

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

## All Risks Definitions

### Unspecified Equipment

Electronic and photographic Business equipment owned by the Policyholder or for which the Policyholder is legally responsible as shown in the Schedule.

### Specified Equipment

The individual items of Business equipment owned by the Policyholder or for which the Policyholder is legally responsible all as detailed in the Schedule.

### Underinsurance

If at the time of the Damage the Sum Insured for Specified Equipment is less than 85% of the Insurable Amount (see below) the Policyholder will be responsible for the difference and the Policyholder 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.

# Money Insurance

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

## Section 1 – Money

The Company will indemnify the Policyholder up to the Limit of Liability shown in the Schedule or as stated below for any Damage to Money and property described in items 1A), 1B), 1C) and 2 below occurring during the Period of Insurance.

### The Insurance Provided

Item	Limit of Liability any one loss
1 A) Money in the Policyholder's Premises during Working Hours or in transit or in a bank night safe until at the bank's risk or at any of the Policyholder's contract sites during Working Hours.	as shown in the Schedule
B) Money in the Policyholder's Premises out of Working Hours:	
1) in specified locked safes or strong-rooms	as shown in the Schedule
2) in all other locked safes or strong-rooms	as shown in the Schedule
3) not in a locked safe or strong-room	£500
C) Money in the Policyholder's residence or that of any of the Policyholder's directors, partners or employees, the Limits of Liability being:	
1) while in a locked safe or while an adult is in the residence	£500
2) otherwise	£250
D) in any machine at the Policyholder's Premises	£500 per machine
2 Non-negotiable Money	£250,000

### Exclusions

The Company shall not be liable for:

- 1 Discovery Period**  
Loss by theft by any director, partner or Employee of the Policyholder not discovered within seven working days of the occurrence,
- 2 Error or Omission**  
Shortage due to error or omission,
- 3 Unattended Vehicle**  
Loss from an unattended vehicle,

- 4 Counterfeit Money**  
Loss due to the use of counterfeit Money,
- 5 Northern Ireland**  
Loss or damage arising from riot or civil commotion in Northern Ireland,
- 6 Outside the United Kingdom**  
Loss or damage not within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- 7 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 civil commotion.

This Policy 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.

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 any action, suit or other proceedings where the Company alleges that by reason of this Exclusion 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 the Policyholder.

### Requirements which the Policyholder 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 the Policyholder ensures 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 the Company has specified in the Schedule that the Business Premises must be protected by an Intruder Alarm System it is a requirement of this Insurance that the Policyholder complies with the following conditions in respect of such Premises

- 1** the Policyholder 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 the Company in writing.

- 2 the Policyholder 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 the Company's written agreement.
- 3 the Policyholder shall ensure that any Intruder Alarm System required or approved by the Company is installed in accordance with a specification agreed in writing by the Company.
- 4 the Policyholder 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 the Company's written agreement.
- 5 the Policyholder shall not make any structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System without the Company's written agreement.
- 6 the Policyholder 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 the Policyholder 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 the Policyholder shall immediately notify any change of Keyholder details to the police and any alarm receiving centre to which the Intruder Alarm System signals.
- 9 the Policyholder 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 the Policyholder shall advise the Company as soon as possible and in any event not later than 10.00am on the Company's next working day and comply with any subsequent requirements stipulated by the Company if the Policyholder receives 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.

### 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 the Company.

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

**Failure to comply with any of these requirements may result in the Company not paying the Policyholder's Money claim.**

**Failure to comply with any of these requirements may result in the Company not paying the Policyholder's claim.**



## Section 2 – Personal Injury (Robbery)

### The Insurance Provided

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, Disablement or the incurring of Medical Expenses for which the Benefit is claimed, the Company will pay the appropriate Benefit to the Policyholder as shown in the Schedule.

### Benefit

- 1 Death
- 2 Loss of one or more Limbs or eyes
- 3 Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience
- 4 Temporary Total Disablement from the Insured Person's usual occupation in the Business  
  
£100 per week to a maximum of 104 weeks
- 5 Medical Expenses 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.

### Conditions

#### 1 Application of Benefits

- A) The Company will not pay in respect of any one Insured Person in connection with the same Accident more than one of Benefits 1 to 4.
- B) Any disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit.
- C) The Company will pay any amount claimed for Benefit 5 in addition to any amount claimed under Benefits 1 to 4 in connection with the same Accident, but, any payment under Benefit 5 will cease as soon as any Benefit is paid under Benefits 1 to 4.

#### 2 Assignment

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

#### 3 Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident, Benefit 1 shall become payable, subject to a signed undertaking by the Policyholder that if the belief is subsequently found to be wrong such amount shall be refunded to the Company.

#### 4 Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- B) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and
- C) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in B) above.

#### 5 Exposure

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

#### 6 Interest

No sum payable shall carry interest.

### Exclusions

The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by:

- 1 illness or disease (not resulting from bodily injury following an Accident),
- 2 any naturally occurring condition or degenerative process,
- 3 any gradually operating process,
- 4 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident).

The Company will not pay the Benefit if:

- 5 bodily injury is 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.

## Definitions

### Applicable to Section 1 – Money and Section 2 – Personal Injury (Robbery)

#### Accident

Accident shall mean;

- A) a sudden and
- B) unexpected or unforeseen and
- C) identifiable incident.

#### Disablement

Disablement shall mean Benefits 2 to 4

#### Money

Cash, bank notes, currency notes, uncrossed cheques, travellers cheques (but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, bills of exchange, consumer redemption vouchers, gift tokens and trading stamps.

#### Non-negotiable Money

Crossed cheques (but excluding pre-signed blank cheques), crossed bankers' 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 belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business.

#### Operative Time

Operative Time shall mean while the Insured Person is engaged upon duties incidental to the Business and as a direct result of attempted robbery or actual robbery.

#### Working Hours

The period during which the Premises are actually occupied for Business purposes and during which the Policyholder or those of the Policyholder's Employees who are entrusted with Money are in the Premises or on the Policyholder's contract sites.

#### Insured Person

Insured Person shall mean the Policyholder or any director, partner or Employee of the Policyholder.

#### Loss of Limb

Shall mean

- A) 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, or
- B) in the case of an arm loss by physical severance of the entire four fingers through or above the metacarpo-phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

#### Loss of Eye

Shall mean permanent and total loss of sight which will be considered as having occurred

- A) 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, or
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

#### Medical Expenses

Shall mean the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.

# 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**.

<b>Territory</b>	<b>Limit of Liability</b>
A) <b>Great Britain</b>	As otherwise specified in this <b>Policy</b>
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.

# Liability Insurance

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

## Section 1 – Employers' Liability

**THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE**

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance:
  - A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
  - or
  - B) while temporarily outside these territories,

arising out of and in the course of employment by the Policyholder in the Business.
- 2 in respect of:
  - A) claimants' costs and expenses which the Policyholder is 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 which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder, director or partner or Employee of the Policyholder 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 Section of the Policy,

incurred with the Company's prior written approval.

### General Provisions

Provided that in respect of any one Event:

- 1 the total amount payable under this section of the Policy (including all Extensions, Clauses and Endorsements) shall not exceed the Limit of Indemnity,
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof,
- 3 Where the Company is liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the Limit of Indemnity.

### Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

#### 1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained:

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Policyholder in the Business,
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment,

at the request of the Policyholder the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

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

#### 2 Compensation for Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

- |                                                |      |
|------------------------------------------------|------|
| A) any director or partner of the Policyholder | £500 |
| B) any Employee                                | £250 |

## Exclusions to Section 1

The indemnity will not apply to legal liability:

### 1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

where such legal liability is:

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement.

### 2 Road Traffic Legislation

in respect of Injury for which the Policyholder is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

### 3 Fines or Penalties

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.

## Section 2 – Public/Products Liability

### THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE

#### The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

1 up to the Limit of Indemnity against legal liability for damages in respect of:

- A) accidental Injury of any person,
- B) accidental loss of or Damage to Property,
- C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder, having regard to the nature and circumstances of such act or omission,
- D) wrongful arrest or false imprisonment,

happening during the Period of Insurance in connection with the Business.

2 in respect of:

- A) claimant's costs and expenses which the Policyholder is 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 which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder, director, partner or Employee of the Policyholder 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 Section of Policy,

incurred with the Company's prior written approval.

#### General Provisions

Provided that in respect of:

- A) any one Event,
- B) all Events happening during any Period of Insurance in respect of products supplied,
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere,

the following shall apply:

- 1) the total amount payable by the Company in respect of 1 above and all Extensions, Clauses and Endorsements shall not exceed the Limit of Indemnity.
- 2) the Policyholder's Contribution will be payable before the Company shall be liable to make any payment.
- 3) the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled.

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.

- 4) where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.
- 5) 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 the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

#### Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

##### 1 Cross Liabilities

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity.

##### 2 Compensation for Court Attendance

In the event of any of the under-mentioned persons attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Policyholder is entitled to indemnity under this Section the Company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required:

- A) any director or partner of the Policyholder £500
- B) any Employee £250

### 3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such vehicle or to property conveyed therein,
- B) arising while such vehicle is being driven by the Policyholder,
- C) in respect of which the Policyholder or Employee is entitled to indemnity under any other insurance,
- D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 4 Overseas Personal Liability

The Company will provide indemnity to the Policyholder and if the Policyholder so requests, any Employee or director or partner of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

The indemnity will not apply:

- A) to legal liability arising out of the ownership or occupation of land or buildings,
- B) where indemnity is provided by any other insurance.

### 5 Data Protection Act 1998

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

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement.

The Company will also provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

Provided that the Policyholder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998.

This Extension shall not apply in respect of:

- A) the payment of fines or penalties,
- B) the costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data,
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension, if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission,
- D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension,

- E) legal liability where indemnity is provided by any other insurance.

### 6 Defective Premises Act

This Section of the Policy will include an indemnity to the Policyholder in respect of Injury or damage to Property incurred under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

### 7 Member to Member Liability

For the purposes of this Section the Policyholder shall be all members of the Club defined in the Schedule each of whom is separately the Policyholder

#### Special Condition

In the event of injury or loss of or damage to Property belonging to any of the Policyholder's members the Company agrees if so requested by the Policyholder not to raise the legal defence that the claimant is a member

### 8 Clean Up Costs

Notwithstanding Exclusion 4 (Pollution or Contamination) in the event of a Sudden Pollution or Contamination Incident the Company will provide indemnity to any Person Entitled to Indemnity in respect of:

- A) Clean up costs arising solely under a statutory provision that operates in any part of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man,
- B) costs of expenses in relation to any matter which may form the subject of indemnity under this extension incurred with the Company's prior written approval,
- C) costs and expenses incurred with the Company's prior written approval in any appeal against any statutory notice served or to be served upon the Policyholder by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension.

The indemnity provided by this Extension will not apply to costs (including Clean up Costs):

- A) incurred in achieving any improvement, betterment or alteration in any original property,
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder,
- C) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat,
- D) arising out of a genetically modified organism,
- E) comprising the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Policyholder of £2,500 and a maximum contribution of £25,000,
- F) arising solely from the Policyholder's liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009,
- G) for incidents happening in North America or where a claim is brought in a court of law in North America.



Provided that:

- 1) all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Section of the Policy to have occurred at the time such incident takes place,
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Company to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere,
- 3) the total amount payable under this Extension shall not exceed £250,000 in respect of all damages and legal costs for all incidents.

- ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

**4 Pollution or Contamination**

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere:

- A) happening in North America or where a claim is brought in a court of law in North America,
- B) happening anywhere in the world other than North America unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety in a specific moment in time and place during the Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Section of the Policy to have occurred at the time such incident takes place.

**5 Product Defects and Recall**

A) in respect of loss of or damage to any:

- i) product supplied
  - ii) contract work executed
- } by the Policyholder

caused by any defect therein or the unsuitability thereof for its intended purpose.

B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any:

- i) product supplied
  - ii) contract work executed
- } by the Policyholder

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

**6 Professional Risks**

arising from or in connection with:

- A) advice
  - B) design
  - C) specification
- } provided for a fee

**7 Contractual Liability**

arising from or in connection with any:

- A) product supplied
  - B) contract work executed
- } by the Policyholder

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

**8 Disposed Premises**

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 the Policyholder.

**Exclusions to Section 2**

The indemnity will not apply to legal liability:

**1 Mechanical Vehicles**

arising from or out of the ownership, possession or use by or on behalf of the Policyholder 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 the premises of the Policyholder,
  - iii) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

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

**2 Employers' 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 the Policyholder in the Business.

**3 Property in the Policyholder's Custody or Control**

for or arising from damage to any Property, which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than:

- A) Employees' directors', partners' or visitors' personal effects including vehicles and their contents,
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business,
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability:
  - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement,

**9 Fines or Penalties**

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.

**10 Fear of Asbestos**

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.

**11 Asbestos Removal Costs**

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.

**12 Asbestos in North America**

arising directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust happening in North America or where a claim is brought in a court of law in North America.

**13 Aircraft Products**

arising from Aircraft Products.

**14 Products to Offshore industry**

in respect of loss of or damage arising from any product supplied by the Policyholder to the Offshore industry.

## Section 3 – Legal Defence Costs

### THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE

Where Injury of any person or loss of or damage to Property has not occurred the Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder up to the Limit of Indemnity in respect of:

- 1 legal costs and other expenses incurred with the Company's prior written approval,
- 2 costs awarded against the Policyholder or any director, partner or Person Employed,

in connection with the defence of criminal proceedings brought or in appeal against a conviction, arising from such proceedings, relating to an offence alleged to have been committed during the Period of Insurance, in the course of the Business but only in respect of proceedings brought as stated in **Part A** and **B** below.

### The Insurance Provided

#### Part A

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any Person Employed, director or partner of the Policyholder.

#### Part B

In respect of a breach of:

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, where the proceedings relate to the health, safety and welfare of any person other than a Person Employed, director or partner of the Policyholder,
- 2 Part II of the Consumer Protection Act 1987,
- 3 Part II of the Food Safety Act 1990.

### General Provisions

Provided that in respect of **Part A** and **B**:

- 1 the indemnity will not apply:
  - A) to fines or penalties of any kind,
  - B) to the costs of appeal against any improvement or prohibition notices,
  - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
  - D) where indemnity is provided by any other insurance,
  - E) to proceedings consequent upon any deliberate act or omission by:
    - i) the Policyholder,
    - ii) any partner or director of the Policyholder,
    - iii) any Employee with any specific responsibility for compliance with the legislation specified in this Section,
 

which could reasonably have been expected to constitute a breach of the legislation specified in this Section.
  - F) to 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.

- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which, at the absolute discretion of the Company, the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment.

The Company will then relinquish control of such claims and be under no further liability in respect thereof.

- 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.

### Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf.

# Definitions

## Applicable to Liability Insurance (Sections 1–3).

### 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 the Policyholder or by others trading under their name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

### 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.

### Business

That which is specified in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include:

- A) ownership, repair and maintenance of the Policyholder's own property,
- B) provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed,
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder,
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder,
- E) attendance at or participation in trade fairs, shows and exhibitions by any Employee or director in connection with their employment,
- F) the sponsorship of events and sponsorship of individuals,

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

### Clean Up Costs

The costs incurred by:

- A) a government agency or regulatory body,
- B) the Policyholder with the written consent of the Company where a government agency or regulatory body would have required remediation,

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Policyholder is legally responsible.

### Employee

any individual under a contract of service or apprenticeship with the Policyholder.

### Injury

#### Sections 1 and 3 (Part A)

bodily injury, death, disease or illness

#### Sections 2 and 3 (Part B)

bodily injury, mental injury, death, disease or illness

### North America

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

### Offshore

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

### Person Employed

Any:

- A) Employee
  - B) labour master and individuals supplied by him
  - C) individual employed by labour only sub-contractors
  - D) self-employed individual (not being in partnership with the Policyholder)
  - E) individual hired to or borrowed by the Policyholder
  - F) individual undertaking study or work experience
- } while under the supervision of the Policyholder

### Person Entitled to Indemnity

- A) the Policyholder,
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder,
- C) at the request of the Policyholder:
  - i) any principal,
  - ii) any director or partner of the Policyholder,
  - iii) any Person Employed,

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Policyholder,

- iv) the officers, committees and members of the Policyholder's 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,
- v) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director, partner or Employee with the prior consent of the Policyholder,

each of whom shall as though the Policyholder be subject to the terms of this Section of the Policy so far as they can apply.

**Policyholder's Contribution**

The amount or amounts specified in the Schedule which the Policyholder agrees to pay in respect of:

- A) the claimant's damages,
- B) the claimant's costs and expenses.

**Property**

Material property but shall not include Data.

**Sudden Pollution or Contamination Incident**

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain, Northern Ireland and the Channel Islands or the Isle of Man during the Period of Insurance.

**Terrorism**

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

# Fidelity Insurance

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

**This is a loss discovered Policy wording. No cover exists for any loss first discovered before the Period of Insurance or after the end of the Period of Insurance unless and to the extent that a Discovery Period applies.**

## The Insurance Provided

The Company shall indemnify the Insured for:

- 1 Employee Fraud**  
loss of Money, Securities or Property owned or leased by the Insured directly resulting from a Fraudulent Act,
- 2 Third Party Computer Fraud**  
loss of Money, Securities or Property owned or leased by the Insured directly resulting from Third Party Computer Fraud,
- 3 Third Party Funds Transfer Fraud**  
loss directly resulting from Third Party Funds Transfer Fraud,
- 4 Forgery of Cheques and other Financial Instruments**  
loss directly resulting from Forgery by a Third Party of any Financial Instrument,
- 5 Counterfeit Paper Currency**  
loss directly resulting from the acceptance in good faith of any Counterfeit money orders or current paper currency,
- 6 Corporate Card Fraud**  
loss directly resulting from the fraudulent use by a Third Party of any Corporate Card,
- 7 Telecommunications Fraud**  
charges for which the Insured is legally liable, directly resulting from the fraudulent and unauthorised access and use by a Third Party of a Telecommunications System provided that:
  - A) the Company shall not be liable for any loss or part of a loss occurring more than 30 days prior to the date of Discovery and
  - B) the maximum liability of the Company for Any One Claim under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the Limit of Indemnity,
- 8 Public Utilities Fraud**  
charges for which the Insured is legally liable, directly resulting from the theft or abstraction by a Third Party of Public Utilities provided that:
  - A) the Company shall not be liable for any loss or part of a loss occurring more than 90 days prior to the date of Discovery and
  - B) the maximum liability of the Company for Any One Claim under this insuring clause shall not exceed £50,000, such amount being part of and not in addition to the Limit of Indemnity,

first Discovered during the Period of Insurance.

## Conditions

### 1 Notice and Proof of Claims

- A) It is a requirement to the obligations of the Company under this section of the Policy, that the Policyholder shall give the Company written notice as soon as practicable after Discovery of a loss and in any event no later than 60 days after such Discovery which notice must be sent to the Company at The Claims Department, Professional and Financial Risks, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL for the attention of the Professional & Financial Risks Claims Manager,
- B) Within 6 months after Discovery of any such loss, the Policyholder shall at their own expense (except as otherwise provided for by this section of the Policy) provide to the Company, at the address set out above, proof of loss with full particulars including all relevant information in their possession in relation to the loss and such further information as may be required by the Company.

### 2 Cancellation of cover in respect of any Employee

All cover shall be cancelled in respect of any Employee from the time a director, partner, Member, departmental director or senior manager of the Insured (not acting in Collusion with the Employee) first becomes aware of facts which would cause a reasonable person to believe that any act of fraud or dishonesty has been or is likely to be committed by such Employee, irrespective of whether such act occurred before or after the commencement of employment with the Insured.

### 3 Acquisition, Merger or Winding-up of the Policyholder

Unless otherwise agreed in writing by the Company and the Insured, this section of the Policy shall terminate for all Insured upon:

- A) the acquisition of the entire issued share capital of the Policyholder, or of all or substantially all of its assets by another entity or the merger or consolidation of the Policyholder into or with another entity such that the Policyholder is not the surviving entity or
- B) the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the Policyholder or
- C) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary to the Policyholder.

Following termination the Insured may continue to notify loss first Discovered during the latter of the Discovery Period noted in the Schedule or the Period of Insurance provided that:

- i) cover shall only apply to loss or that part of a loss occurring prior to the event described in A), B) or C) above and
- ii) cover for that Insured is not replaced by a similar policy of insurance issued by the Company or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

### 4 Disposal or Winding-up of Subsidiaries

Unless agreed in writing by the Company and the Insured, this section of the Policy shall terminate for a Subsidiary:

- A) upon the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary, or

- B) upon falling outside the definition of Subsidiary.

Following termination, such Insured may continue to notify loss first Discovered during the latter of the Discovery Period noted in the Schedule or the Period of Insurance provided that:

- i) cover shall only apply to loss or that part of a loss occurring prior to the event described in A) or B) above and
- ii) cover for that Insured is not replaced by a similar policy of insurance issued by the Company or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

## 5 Limit of Indemnity

The liability of the Company shall not exceed the Limit of Indemnity.

If Any One Claim under this section of the Policy falls to be covered by more than one insuring clause, the maximum liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

Any applicable Discovery period shall not increase or reinstate the Limit of Indemnity, which shall be the maximum liability of the Company for the Period of Insurance and Discovery Period combined.

The Contribution does not form part of the Limit of Indemnity and it shall be payable by the Insured before the application of the Limit of Indemnity.

## 6 Termination of Prior Policies

The commencement of cover under this section of the Policy shall terminate, if not already terminated, all previous liability of the Company to the Insured under any prior policies including liability arising by reason of any discovery period stated in such policies.

## 7 Single Insured

This section of the Policy is a single contract of insurance irrespective of the number of Insureds covered.

Where there is more than one Insured:

- A) the Policyholder shall act on behalf of all Insureds with respect to:
  - i) the giving of and receiving of notice of Discovery of loss,
  - ii) the payment of premiums and the receiving of any return premiums that may become due under this section of the Policy,
  - iii) the negotiation, agreement to and payment of claims,
  - iv) the negotiation agreement to and acceptance of Clauses and
  - v) the giving or receiving of any notice provided for in this section of the Policy,

and the Insureds agree that the Policyholder shall so act on their behalf.

- B) all amounts payable under this section of the Policy shall be made to the Policyholder.

The Company shall not be liable for the application or distribution of such amounts between Insureds and shall be released from all liability in respect of such payment by virtue of its payment to the Policyholder.

- C) Discovery made by one Insured shall constitute Discovery made by every Insured,

- D) the Company's liability for loss sustained by any or all Insureds shall not exceed the amount for which the Company would have been liable had all such loss been suffered by any one Insured.

- E) the Limit of Indemnity does not apply separately for each Insured.

- F) the Company shall not be liable for loss sustained by one Insured to the advantage of any other Insured.

## 8 Acquisitions Prior to the Period of Insurance

If a Subsidiary has been acquired by the Insured prior to the Period of Insurance, such Subsidiary shall only be covered under this section of the Policy in relation to loss occurring after the date on which such Subsidiary was acquired by the Insured unless agreed in writing by the Company.

## 9 Partial Invalidity

Should any provision of this section of the Policy be or become invalid or unenforceable pursuant to the law to which this section of the Policy is subject, such provision shall be deemed to be deleted and all other terms and conditions of this section of the Policy shall remain in full force and effect.

## 10 Alteration and Assignment

No change in modification of or assignment of interest under this section of the Policy shall be effective unless agreed in writing by the Company.

## 11 Termination of Employment

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

**Failure to comply with this requirement may result in the Company not paying the Policyholder's Fidelity claim.**

## 12 Recoveries

All recoveries made by either the Insured or the Company shall be allocated after deducting the costs of recovery as follows:

- A) firstly, to the benefit of the Insured to reduce or extinguish the amount of the loss to the extent that it would have been paid under this section of the Policy but for the fact that such loss exceeds the Limit of Indemnity together with any Contribution where applicable,
- B) secondly, to the benefit of the Company for all sums paid in settlement of loss arising under this section of the Policy and
- C) thirdly, to the benefit of the Insured for the amount of the Contribution under this section of the Policy.

All recoveries made prior to or after settlement of any claim under this section of the Policy shall be held for the benefit of the Company and applied as stated above.

## 13 Other Insurances

If at the time any claim arises under this section of the Policy there is any other insurance, indemnity or guarantee covering the same loss, the Company shall not be liable except to the extent of any excess beyond the amount payable, under such other insurance, indemnity or guarantee had this section of the Policy not been effected.

**14 Valuation**

The Company shall not be liable for more than:

- 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 the actual cost of replacing Securities, whichever is less,
- B) the cost of blank material such as blank pages, tapes or other materials, plus the cost of labour and computer time for the actual transcription or copying of Data, which shall have been furnished by the Insured in order to reinstate such electronic Data,
- C) the value of foreign currency calculated in pounds sterling at the rate of exchange published as The Financial Times closing mid point rate on the date of Discovery,
- D) the actual cash value of Property at the time of loss or the actual cost of repairing or replacing the Property with property of similar quality or value, whichever is less.

- iii) has not in the preceding 3 years suffered any loss of a type covered by this section of the Policy (whether insured or not and before the application of any retention, contribution, deductible or excess) greater than 25% of the amount of the Contribution and
- iv) adheres to controls and procedures which are as effective as those most recently advised to the Company by the Insured creating or acquiring such Subsidiary.

- B) If the new Subsidiary acquired or created falls outside the conditions stated above, the Company shall provide cover for a period of 30 days, during which time the Policyholder shall provide any additional information and pay any additional premium and carry any increased Contribution as may be reasonably required by the Company.
- C) Cover provided in relation to any new Subsidiary shall only apply with respect to any loss which occurs after the date of their creation or acquisition unless agreed in writing by the Company.

**Extensions**

Subject to all of the terms and conditions of this section of the Policy, cover is extended to include the following:

**1 Care, Custody and Control**

Where a loss which is covered under any insuring clause of this section of the Policy includes a direct loss of Money, Securities or Property:

- A) held for others while in the care, custody and control of the Insured or
- B) for which the Insured is legally liable,

such Money, Securities or Property shall be included in the cover provided by this section of the Policy. Such amount shall be part of and not in addition to the Limit of Indemnity.

**2 Expenses**

The cover provided under this section of the Policy shall include the following costs and expenses incurred with the prior written consent of the Company:

- A) Auditors' Fees,
- B) Computer Clean-up Costs,
- C) Defence Costs and
- D) Public Relations Consultancy Fees.

The maximum payable by the Company under this Extension for Any One Claim shall not exceed 10% of the Limit of Indemnity stated in the Schedule or £250,000 whichever is the lesser. Such amount shall be payable in addition to the Limit of Indemnity.

**3 Acquisitions**

- A) If during the Period of Insurance the Insured acquires or creates any new Subsidiary, either directly or through one or more of its Subsidiaries, cover shall apply provided that the new Subsidiary:
  - i) has no more than 20% of the total number of Employees previously declared by or on behalf of all the Insured and
  - ii) does not undertake activities which vary materially from those previously declared to the Company and

**4 Discovery Period**

Following expiry or earlier termination of this section of the Policy for any Insured, the Insured may continue to notify loss first Discovered during the Discovery period noted in the Schedule provided that:

- A) cover shall only apply to loss or that part of a loss occurring prior to the expiry of the Period of Insurance or earlier termination and
- B) cover for that Insured is not replaced by a similar policy of insurance issued by the Company or by another insurer, irrespective of whether such other insurance provides cover for loss sustained prior to its effective date.

Any loss first Discovered during the period provided under this Extension shall be deemed to have been Discovered during the immediately preceding Period of Insurance.

**5 Loss of Interest**

The cover provided under this section of the Policy shall include the amount of any interest that would have been receivable by the Insured but for a loss covered by this Policy, provided that the liability of the Company for such interest shall be limited to simple interest on the principal amount of any Money (for which it can be proved that interest would have been received), calculated at the London Inter Bank Offered Rate, as published in the Financial Times, on the date of Discovery of loss.

The maximum amount payable under this Extension for Any One Claim shall not exceed 15% of the Limit of Indemnity stated in the Schedule. Such amount being part of and not in addition to the Limit of Indemnity stated therein.

**6 Computer Violation**

The cover provided under this section of the Policy shall include Computer Clean-up Costs directly resulting from a Computer Violation committed by an Employee. Such amount being part of and not in addition to the Limit of Indemnity stated therein.

**7 Contractual Penalties**

The cover provided under this section of the Policy shall include the amount for which the Insured is contractually required to pay (excluding damages for breach of contract) as a result of a loss covered by this section of the Policy, provided that such amount for Any One Claim shall not exceed 15% of the Limit of Indemnity stated in the Schedule. Such amount being part of and not in addition to the Limit of Indemnity stated therein.



**8 Benefit Plans**

The definition of Subsidiary under this section of the Policy shall include any Benefit Plan declared to the Company prior to the commencement of the Period of Insurance or as acquired or created during the Period of Insurance under the terms of the Acquisitions Extension.

For the purposes of this Extension the definition of Employee shall include any natural person who acts as a trustee of any Benefit Plan.

**Exclusions**

The Company shall not be liable for:

**1 Taxes, Penalties, Fines and Damages**

any taxes, penalties, fines or damages except for direct compensatory damages or contractual penalties as specifically covered under this section of the Policy.

**2 Indirect Loss**

any loss which amounts to indirect loss of any kind including but not limited to payment of costs, fees or other expenses except as specifically covered under this section of the Policy.

**3 Profits Dividends or other Income or Interest**

profits, dividends or other income or interest except as specifically covered under this section of the Policy.

**4 Insured's Contribution**

the Contribution stated in the Schedule.

**5 Confidential Information**

any loss of and/or damage to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.

**6 Discovery Outside the Period of Insurance**

any loss first Discovered:

- A) prior to the commencement of the Period of Insurance or
- B) after the expiry of the Period of Insurance unless provided by the Discovery Period Extension.

**7 Retroactive Date**

any loss or part of loss sustained prior to the Retroactive Date stated in the Schedule.

**8 Profit and Loss Computation and Inventory Comparison**

any loss which is dependent solely upon:

- A) a profit and loss comparison or
- B) a comparison of inventory records with an actual physical count,

provided that where the Insured establishes wholly, apart from such comparison, that it has sustained a loss covered under this section of the Policy by an identifiable Employee, then it may offer its profit and loss comparison or comparison of inventory records with an actual physical count in support of the amount of loss claimed.

**9 Major Shareholders**

a Fraudulent Act committed by:

- A) an Employee controlling more than 5% of the voting share capital of any Insured at the time of committing such act or
- B) any equity partner or Member of the Insured,

whether acting alone or In Collusion with another Employee or with other persons.

**10 Contractual Liability**

any loss resulting from an agreement by the Insured whereby the amount of their liability exceeds the amount of the liability which would have attached to the Insured in the absence of such an agreement, except as specifically covered under this section of the Policy.

**11 Geographical Limits**

any Fraudulent Act committed by an Employee normally resident outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**12 Terrorism**

any loss arising directly or indirectly out of Terrorism.

**Definitions****Any One Claim**

All loss as specifically covered under this section of the Policy directly or indirectly resulting from an act or number of acts of one or more persons acting alone or In Collusion.

**Auditors Fees**

Independent professional auditor's fees necessarily incurred by the Insured to substantiate the amount of a loss covered by this section of the Policy.

**Benefit Plan**

Any pension or benefit plan established by the Insured for the benefit of its past and present Employees.

**Clause**

An alteration to the terms of this section of the Policy agreed in writing.

**Computer Clean-up Costs**

The costs stated in 1 and 2 below following the fraudulent use of computer hardware, software or Computer System which are the subject of a loss covered by this section of the Policy.

- 1 Rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs systems or the security codes.
- 2 Duplicating destroyed or damaged electronic data or computer programs from other electronic data or computer programs, which shall have been furnished by the Insured and in the event that destroyed or damaged computer programs cannot be duplicated from other computer programs, the cost incurred for computer time, computer programmers, consultants or other technical specialists, as is reasonably necessary to restore the computer programs to substantially the previous level of operational capability, but shall not include costs arising:
  - A) as a result of the reconstitution of Data recorded on magnetic or optical media, if there are no analysis files specifications or backups of software or Data held outside the Insured's premises, or
  - B) as a result of the reconstitution of Data, if the Insured knowingly uses illegal copies of programs:
    - i) to render the information usable by replacement processing equipment, or
    - ii) to design, update or improve the software or programs or to perfect their operation or performance, or
  - C) as a result of an alteration in Data held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the Computer System.

### Computer System

A computer or network with its input, output, processing, storage and communication facilities and shall include off-site media libraries.

### Computer Violation

An intentional, unauthorised and malicious:

- 1 entry of Data into a Computer System, or
- 2 change to data elements or software which is kept in machine readable format, or
- 3 introduction of instructions, programmatic or otherwise, which propagate themselves through a Computer System.

### Contribution

The first part of Any One Claim borne by the Insured.

### Corporate Card

Any corporate, credit, debit or charge card issued to an Employee, equity partner or Member of the Insured for Business purposes, other than such cards issued by the Insured.

### Corporate Card Fraud

The fraudulent use of any Corporate Card provided that:

- 1 the Insured has complied fully with the provisions, conditions or other terms under which the card was issued and
- 2 the Insured is legally liable for such loss.

### Counterfeit

An imitation of an original which is intended for fraudulent purposes to cause a reasonable person familiar with the appearance of the original to believe that the imitation is the original.

### Data

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

### Defence Costs

Reasonable legal fees, costs and expenses incurred by the Insured, in defence of any claim resulting from the refusal to pay any Financial Instrument in which refusal it is alleged that such instrument is forged or fraudulently altered and in which proceedings are brought against the Insured to enforce payment of any such instrument.

### Discovered or Discovery

When a director, partner, Member, departmental director or senior manager of the Insured (not acting In Collusion with an Employee) first becomes aware of facts which would cause a reasonable person to believe that a loss has been or is likely to be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of such loss may not then be known. Discovery also occurs when a person named above receives notice of an actual or potential claim alleging facts that if true, would constitute a loss covered by this section of the Policy.

### Employee

A natural person:

- 1 whilst employed under a contract of service or apprenticeship with the Insured (other than members of the board of directors or equivalent management board of the Insured) in the ordinary course of its business whether temporary, permanent, full-time, part-time or seasonal,

- 2 who personally performs duties or services under the control and direction of the Insured in the ordinary course of its business who is:
  - A) a student, secondee or on a work experience or training placement,
  - B) working exclusively for the Insured and for no other party, under a contract for services as a consultant having previously been employed by the Insured,
  - C) provided to the Insured by an agency on a permanent or temporary basis,
  - D) engaged by the Insured to develop a Computer System or computer programs,

- 3 who is a member of the board of directors or equivalent management board, other than equity partners or Members of the Insured.

- 4 who is employed by an organisation to whom the Insured Outsource any administrative function, other than where such person is or acts on behalf of any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative, unless specifically agreed by the Company,

- 5 who falls into any of the categories 1 to 4 above and whom the Insured is unable to identify by name, but whose acts have caused a loss, provided that the evidence submitted proves beyond reasonable doubt that the loss was due to the act of such person and

- 6 who falls into any of the categories 1 to 4 above for the first 60 days following termination of service.

An Employee of any Insured is considered to be an Employee of every Insured.

### Financial Instrument

Any cheque, draft promissory note or similar written promise, order or direction to pay a sum certain in money made, or drawn by, or drawn upon, the Insured or made by one acting as agent of the Insured on the Insured's behalf or purporting to have been so made or drawn.

### Forgery

A counterfeit, reproduction or alteration of an original, or the signing by hand of another natural person's signature with the intent to deceive, but does not mean the signing of one's own name with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated as hand-written signatures.

### Fraudulent Act

An act of fraud or dishonesty committed by an Employee with the clear intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended to receive such gain. For the purposes of this definition, "improper personal financial gain" shall not include salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other emoluments or benefits earned in the normal course of employment.

### In Collusion

Two or more persons who are connected, involved, acting or implicated together or materially assist each other.

**Insured**

The Policyholder set out in the Schedule and all of its Subsidiaries, declared to the Company, prior to the commencement of the Period of Insurance, or as acquired or created during the Period of Insurance under the terms of the Acquisitions Extension.

**Limit of Indemnity**

The maximum liability of the Company for Any One Claim, provided always that if an aggregate limit is shown in the Schedule, the amount shown shall be the maximum liability of the Company for all claims (other than that detailed in the Expenses Extension) under this section of the Policy during the Period of Insurance and under the terms of the Discovery Period Extension.

**Member**

A member of a Limited Liability Partnership.

**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, petrol cards, all in current use and unused credits in franking machines.
- 3 monetary balances held at a financial institution to the credit of the Insured.

**Outsource**

The retention and authorisation by the Insured of a person or organisation to perform an administrative function on behalf of the Insured provided that:

- 1 such function is performed under a written contract, and
- 2 the Insured retain the right to audit the performance of such function, and
- 3 the Insured can demonstrate that they have vetted the person or organisation for competency, financial stability and honesty prior to the retention and authorisation by the Insured of such person or organisation to perform such function.

**Policyholder**

The organisation set out in the Schedule. Where there is only one Insured, a reference to the Policyholder shall be deemed a reference to the Insured and where there is more than one Policyholder, the Policyholder shall be the first named Insured in the Schedule.

**Property**

Tangible property, other than Money or Securities.

**Public Relations Consultancy Fees**

Fees necessarily incurred by the Insured to employ the services of an external public relations consultant, solely to provide advice to minimise adverse publicity following Discovery of a loss covered by this section of the Policy.

**Public Utilities**

Electricity, gas and water services.

**Securities**

Negotiable and non-negotiable instruments representing either Money or Property, but does not include Money.

**Subsidiary**

Any company in which the Policyholder:

- 1 holds directly or indirectly more than 50% of the voting rights, or
- 2 has the right to appoint or remove a majority of the board of directors, or
- 3 holds more than half of the issued share capital,

and where the Policyholder is a partnership, a company shall be a Subsidiary of the partnership where such holding or right is held for the benefit of the partnership.

**Telecommunications System**

A landline telephone system that is:

- 1 owned or leased by the Insured and
- 2 on the premises of the Insured and
- 3 protected by a feature to prevent access to the system following a maximum of three unsuccessful attempts being made to use an access code, PIN, password or other similar code which is changed at regular intervals.

**Terrorism**

An act of any person acting on behalf of or in connection with any individual or 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.

**Third Party**

Any person other than:

- 1 an Employee, equity partner, Member or director of the Insured,
- 2 any person who is, or acts on behalf of the Insured as any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative, or
- 3 any person who provides a service pursuant to and under a contract with the Insured.

**Third Party Computer Fraud**

The unlawful taking of Money, Securities or Property due to any fraudulent or dishonest manipulation by a Third Party of the Insured's computer hardware, software, programmes or Computer System.

Third Party Computer Fraud does not include:

- 1 the use of any computer to fraudulently cause a transfer of funds belonging to the Insured or for which the Insured is responsible from an account maintained by the Insured at a financial institution or
- 2 charges for which the Insured is legally liable directly resulting from the fraudulent and unauthorised access and use of a Telecommunications System.

**Third Party Funds Transfer Fraud**

The loss of the funds from an account maintained by the Insured at a financial institution (from which the Insured or their authorised representatives may request the transfer payment or delivery of funds) following fraudulent, electronic, telegraphic, cable, facsimile, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from the Insured, but which are fraudulently transmitted or issued by a Third Party are a forgery or fraudulently altered by a Third Party.

# Personal Accident Insurance

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

The Company will pay The Policyholder 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, Disablement or the incurring of Medical Expenses for which the Benefit is claimed.

The appropriate Benefit below is payable in line with the amounts per Unit of cover and number of Units 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
- 7 Medical Expenses necessarily incurred in the treatment of the Insured Person (regardless of the number of Units purchased).

## Exclusions

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

- 1
  - A) the Insured Person engaging in or practicing for any of the following excluded activities
    - i) Flying other than as a passenger
    - ii) Motorcycling as a rider or passenger
    - iii) Parachuting
    - iv) Racing other than on foot or in dinghies
    - v) Winter Sports other than curling or skating
  - B) the Insured Person committing or attempting to commit suicide or as a result of self- inflicted injury
  - C) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)

- D) 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
    - E) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

- 2 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
- 3
  - 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 80 years or older.

## Extensions

The following extensions are payable in addition to any Benefit paid under Benefits 1- 7 of the Insurance subject to the Maximum Incident Limit shown in the Schedule.

- 1 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 The Company will pay £25 per full 24 hours regardless of the number of Units purchased up to a maximum of 52 weeks any one Insured Person while they remain in a continuous unconscious state.
- 2 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 The Company will pay necessary expenses for additional commuting costs necessitated to aid the Insured Person's return to work at The Policyholder request up to £50 per week up to a maximum £250 any one Insured Person regardless of the number of Units purchased.
- 3 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 The Company will pay an additional 2% per child provided they are
  - A) unmarried and dependentand

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

subject to a maximum of £5,000 regardless of the number of Units purchased.

4 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 The Company will pay £25 per full 24 hours regardless of the number of Units purchased up to a maximum of 52 weeks any one Insured Person while they are a Hospital in-patient.

5 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 The Company 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 regardless of the number of Units purchased.

## Conditions

### 1 Application of Benefits

- A) The Company will not pay in respect of any one Insured Person under more than one of the Benefits 1 – 4 in connection with the same Accident.
- B) Any Disablement under Benefits 2 – 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit.
- C) The Company 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.

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

### 2 Exposure

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

### 3 Disappearance

In the event of disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental bodily injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the Company.

### 4 Minors

If the Insured Person is under the age of 16

- A) the maximum amount the Company 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 regardless of the number of Units purchased and shown in the Schedule.

## Special Provisions

### Assignment

The Company 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

The Policyholder's receipt shall discharge the Company's 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 the Company. If there is more than one Policyholder specified in the Schedule having an interest in the Insured Person the settlement made by the Company shall represent the total amount payable in respect of that Insured Person

## Definitons

### Accident

A sudden unexpected unforeseen and identifiable Incident.

### Aircraft Accumulation

All Insured Persons travelling in any aircraft or airship.

### Commuting

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

### Disablement

Benefits 2 to 6.

### Employee

Any person under a contract of service or apprenticeship with the Policyholder.

### Hospital

Any institution which meets fully every one of the following criteria:

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

**Incident**

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

**Insured Person**

Any principal, partner, proprietor, director or Employee of the Business resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man as shown in the Schedule with one of the following Employee Types

Clerical

Manual (excluding Bona Fide or Labour Only Sub-Contractors)

Woodworking

Collection and Delivery.

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

**Loss of Eye**

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

- A) 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
- B) in one eye if the degree of sight remaining after correction 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**

- A) in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- B) in the case of an arm loss by permanent physical severance of the four fingers at or above the metacarpophalangeal 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 the Company will pay under this Insurance or any other policy of Personal Accident insurance issued by the Company in the Policyholder's 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 and radius of any one Incident is limited to

- A) 72 consecutive hours
- B) 100 miles.

No loss which occurs outside this distance or 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 Medical Practitioner and all Hospital, nursing home and ambulance charges.

**Medical Practitioner**

Any legally qualified medical practitioner other than:

- A) an Insured Person,
- B) a member of the immediate family of an Insured Person,
- C) an Employee of the Policyholder.

**Operative Times**

The Operative Time as shown in the Schedule shall mean:

**24 Hour Cover**

At any time,

or

**Employment Only**

- A) while engaged on the Insured Person's occupation in the Business or

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 the Policyholder

or

- C) At any time while travelling on the Business of the Policyholder

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.

**Employment including Commuting Cover**

- A) While engaged on the Insured Person's occupation in the 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 the Policyholder or

- C) at any time while travelling on the Business of the Policyholder.

Insurance operates from the departure of the Insured Person from their 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.

# Loss of Liquor Licence Insurance

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

### The cover provided

The loss of Gross Profit suffered by the Policyholder 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 the Policyholder be unable to obtain a further Premises Licence within 12 months and the Policyholder sells the Premises.

### Excluding

- 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 the Company confirms in writing that the Insurance will apply after such alteration.
- 4 Loss arising from such refusal to renew a Premises Licence as entitles the Policyholder 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 the Policyholder or by the Policyholder's failure to take all reasonable action to maintain the Premises Licence in force.
- 7 Loss arising from the Policyholder's failure to apply for or follow the correct procedures for applying for a Premises Licence under the regulations of the Licensing Act.

## 8 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 the Company 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 the Policyholder

## 9 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 The Policyholder's 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.

## Conditions

The Company will pay the Policyholder 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 The Policyholder 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 the Policyholder to their professional accountants for producing information required by The Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Policyholder's accounts.

### Cover B

The depreciation in value of the Premises solely as a result of the Policyholder selling the Premises without a Premises Licence, provided that the Policyholder has 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 the Company will do

The Company shall be entitled to appeal in the Policyholder's name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. The Policyholder shall give all such assistance as the Company may require.

What the Company expects of the Policyholder

The Policyholder shall give written notice to the Company 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 the Policyholder's 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 the Policyholder shall deliver to the Company 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. The Policyholder shall permit the Company to take proceedings at the Company's expense to recover compensation or secure indemnity from any party in respect of anything covered by this Insurance.

The Policyholder shall give written notice to the Company 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 the Policyholder shall be deemed to have reaffirmed at each Renewal Date the information the Policyholder provided at the inception of cover and contained in the Statement of Fact.

The Policyholder 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.

The Policyholder 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 the Policyholder may be entitled to exercise to protect any Premises Licence against loss or to protect the Policyholder's interest in the Premises. The Policyholder shall make all such applications as the Policyholder 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 the Policyholder 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 the Company's written consent.

## Settlement of a claim under Cover A

If the Policyholder wishes to make claim under this Insurance the Policyholder shall

- 1 notify the Company 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 the Policyholder's own expense provide the Company within 30 days after the expiry of the Indemnity Period or within such further time as the Company allow full details in writing of the claim
- 4 at the Policyholder's own expense provide the Company with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by the Company 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 the Policyholder and their report shall be prima facie evidence of the information to which the report relates.



**Penalty for not complying**

If the Policyholder do not comply with what the Company require of the Policyholder 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 the Company forthwith

**Special Provisions**

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 the Company.

If any claim under this Insurance is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or anyone acting on the Policyholder's 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 the Company shall not pay more than its rateable portion of any claim.

The Company 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 the Company to any person other than the Policyholder except the transferee approved by the Company which approval shall not be unreasonably withheld.

In connection with any claims against the Policyholder, the Company may at any time pay to the Policyholder the Limit of Indemnity or any lesser amount for which such claims can be settled and after that the Company 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.

**Definitions****Act**

The Licensing Act 2003 in England and Wales.

**Additional Expenditure**

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Shortage of Turnover which would have occurred but for that expenditure during the Indemnity Period in consequence of the loss of the Premises Licence but not exceeding the amount of the reduction in Gross Profit thereby avoided.

**First Insured**

As stated in the Schedule.

**Gross Profit**

The amount by which the sum of the amounts of the Turnover and closing stock shall exceed the sum of the amounts of the Uninsured Working Expenses and opening stock. The amounts of the opening and closing stocks shall be arrived at in accordance with the Policyholder's normal accountancy methods, due provision being made for depreciation.

**Indemnity Period**

The period beginning with the loss of the Premises Licence and ending not later than the date a Premises Licence is re-obtained or 12 months after the date of the loss of the Premises Licence (whichever shall be the earlier) during which the results of the Business shall be affected in consequence of the loss of the Premises Licence provided that if the Premises are disposed of within 12 months after the loss of the Premises Licence the Indemnity Period shall terminate upon disposal.

**Mortgagee**

As stated in the Schedule.

**Premises**

The premises in respect of which the Premises Licence is indemnified hereunder and as specified in the Schedule.

**Premises Licence**

As stated in the Schedule.

**Professional Accountants' Charge**

The reasonable charges payable by the Policyholder to their professional accountants for producing information required by the Company under the terms of the Conditions and for reporting that such information is in accordance with the Policyholder's accounts.

**Rate of Gross Profit**

The rate which but for the loss of the Premises Licence Gross Profit would have borne to Turnover during the Indemnity Period subject to the Other Circumstances Clause.

**Savings in Costs**

Any of the charges or expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the loss of the Premises Licence during the Indemnity Period.

**Shortage of Turnover**

The amount by which the Turnover during the Indemnity Period shall in consequence of the forfeiture, suspension or withdrawal of the Premises Licence fall short of the Turnover which but for the loss of the Premises Licence would have been achieved during the Indemnity Period subject to the Other Circumstances Clause.

**Turnover**

The money paid or payable to the Policyholder 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 elsewhere than at the Premises either by or on behalf of the First Insured for the benefit of the Business.

**Uninsured Working Expenses**

Purchases and discounts relative thereto and bad debts (unless otherwise stated in the Policy). The words and expressions used in the definition of Uninsured Working Expenses shall have the meaning usually attached to them in the books and accounts of the Policyholder.

The following notes refer to the above definitions:

- A) To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax.
- B) For the purpose of the interpretations contained in this section of the Policy any adjustment implemented in current cost accounting shall be disregarded.

# Legal Expenses Insurance

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

This is a 'claims made' insurance.

This insurance covers claims or circumstances notified to the Company during the Period of Insurance.

## The Insurance Provided

The Company will indemnify the Policyholder in respect of Legal Expenses which arise from Legal Proceedings that:

- 1 are notified to Us during the Period of Insurance and
- 2 arise from the usual conduct of the Policyholder's Business and
- 3 are brought by or against the Policyholder within the jurisdiction of a court within the Territorial Limits,

in respect of:

### Insured Incident 1 – Employment

- 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) their contract of employment with the Policyholder,
  - 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 the Policyholder but occupied by an Employee or ex-Employee,

provided that:

- 1 the Policyholder has sought and followed advice from Our Legal Consultants 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),
- 2 the Policyholder agrees to the appointment of the legal personal representative in accordance with Claims Settlement Condition 7a).

### Insured Incident 2 – Prosecution Defence

the defence of any Legal Proceedings arising from:

- 1 any actual or alleged act or omission by the Policyholder 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 the Policyholder 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 the Policyholder's employees,

- 3 the Policyholder's prosecution in a court of criminal jurisdiction.

### Insured Incident 3 – Taxation

- 1 entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a formal notice. This includes representation at a first tier 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 the Policyholder's 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.

### Insured Incident 4 – Property

the pursuit or defence of Legal Proceedings relating to the Policyholder's rights as the owner or occupier of land or buildings physically occupied by the Policyholder.

Provided that:

- 1 the Policyholder has suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended,
- 2 the property has been disclosed to Us in writing as part of the insurance proposal and accepted by the Company.

### Insured Incident 5 – Contract Disputes

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:

the Policyholder entered into the contract or alleged contract during the Period of Insurance.

### Insured Incident 6 – Data Protection

- 1 the defence of any Legal Proceedings brought against the Policyholder for compensation under Section 13 of the Data Protection Act 1998;  
provided that the Policyholder is already registered with the Data Protection Commissioner,
- 2 an appeal by the Policyholder against:
  - A) the refusal of the Policyholder's 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.

In respect of 1 and 2 above the Policyholder must agree to the appointment of the Legal Representative in accordance with Claims Settlement Condition 7A).

## Insured Incident 7 – Bodily Injury

the pursuit of compensation following an event which causes death or bodily injury to the Policyholder.

This section extends to cover members of the Policyholder's family who suffer bodily injury following an event that also causes bodily injury to the Policyholder.

## Insured Incident 8 – Statutory Licence

an appeal to the relevant statutory body or court concerning a decision by a registration authority where the authority suspends, revokes, alters the terms of or refuses to renew a statutory licence:

Provided that:

- 1 no appeal was made in the twelve months prior to the inception of this section of the Policy,
- 2 the Policyholder has suffered or would suffer a pecuniary loss if Legal Proceedings are not pursued.

## Conditions

### THE FOLLOWING CONDITIONS SPECIFICALLY APPLY IN RESPECT OF LEGAL EXPENSES INSURANCE

#### Record Keeping

The Policyholder 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 the Company not paying the Policyholder's Legal Expenses claim.**

## Claims Settlement Conditions

The following claims conditions are specific to Legal Expenses Insurance:

### 1 Consent

Our consent to pay Legal Expenses must be obtained in writing. Legal expenses incurred before such consent is given will not be covered. Any consent given will remain effective whilst the Policyholder can satisfy Us 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.

In circumstances where We have chosen a representative to act on the Policyholder's behalf 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 Policy.

Where the Policyholder has chosen their own representative any Legal Expenses incurred in providing initial assessment shall 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 the Policy.

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

If the Policyholder decides to commence or continue Legal Proceedings for which We have denied support under Claims Settlement Condition 1A) and is successful, We will pay Legal Expenses as if We had given Our consent in the first instance.

### 2 Minimising Claims or Legal Proceedings

The Policyholder must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of Legal Proceedings.

**Failure to comply with this requirement may result in the Company not paying the Policyholder's Legal Expenses claim.**

### 3 Arbitration

Any dispute between the Policyholder and Us or the Company in respect of this section of the Policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or professional body within the Territorial Limits.

The party against whom the decision is made shall meet 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 favour of Us or the Company, the Policyholder's costs shall not be recoverable under this Policy.

### 4 Insolvency of Policyholder

If the Policyholder is insolvent when a claim is notified to Us or becomes insolvent during the course of any Legal Proceedings, to which the Company has given support, the Company has the right to refuse to admit a claim or immediately to withdraw its support from a claim. The Policyholder shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

### 5 Notification of Claims

It is a requirement of the Company's liability that We must be notified in writing immediately the Policyholder is aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving the Policyholder. If the Policyholder fails 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.

Where such notification has been given, the Company agrees 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.

**Failure to comply with this requirement may result in the Company not paying the Policyholder's Legal Expenses claim.**

#### Special Procedure

If a form ET1 (Originating Application) is received from an employment tribunal the Policyholder must immediately forward it to Us with form ET3 (Notice of Appearance by Respondent) which should be left blank.

In view of the 21 days' statutory time limit this must be done immediately.

**Failure to comply with this Special Procedure may result in the Company not paying the Policyholder's Legal Expenses claim.**

**6 Appeal Procedure**

Our consent must be obtained if the Policyholder wishes to appeal against the judgment of a court. A written application must be submitted to Us at least 10 working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. We will inform the Policyholder of Our decision.

The Policyholder must co-operate in an appeal against the judgment of a court at Our request.

**7 Conduct of Legal Proceedings**

**A) Nomination of the Legal Representative**

- i) In respect of any and all claims where the Company may be liable to pay an award of compensation, We have the right to choose the Legal Representative.
- ii) In respect of all other claims covered by the Policy:

Where court papers have been issued (or received), or where there is a conflict of interest, the Policyholder is free to choose a suitably qualified Legal Representative.

Where the Policyholder has selected a Legal Representative of the Policyholder's own choice, We will only pay Legal Expenses up to the limit specified by the Standard Legal Expenses. Any Legal Expenses in excess of the Standard Legal Expenses will be the responsibility of the Policyholder.

In selecting the Legal Representative the Policyholder shall have a duty to minimise the cost of Legal Proceedings.

We may choose not to accept a representative chosen by the Policyholder. If this occurs We will explain why. If there is a disagreement over the choice of representative in these circumstances, the Policyholder may choose another suitably qualified person and submit the name of that person to Us for consideration. If We cannot agree on a representative or whether Legal Proceedings are necessary the Policyholder can take the matter to an independent arbitrator. The arbitration process is set out in Claims Settlement Condition 3.

In all circumstances except those described in 7a)ii) above, We shall choose a representative to act on the Policyholder's behalf.

If the Policyholder's 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. We will not pay the Policyholder's choice of representative more than We would pay Our own choice of representative.

- iii) In the period before We agree that Legal Proceedings are necessary We reserve the right to seek to obtain a settlement on the Policyholder's behalf. The settlement will be subject to the Policyholder's agreement, which the Policyholder will not unreasonably refuse.

Any representative is appointed in the Policyholder's name to act for the Policyholder.

**B) All information to be given to the Legal Representative**

The Legal 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 the Policyholder's possession. The Policyholder must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. The Policyholder owes the same obligations to Us as to the Legal Representative.

**C) Access to the Legal Representative**

We are entitled to obtain from the Policyholder's Legal Representative any information, document, or advice relating to a claim under this insurance, whether or not privileged. On request the Policyholder will give any instructions necessary to ensure such access.

**D) Instruction of counsel or appointment of expert witnesses**

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

**E) Our right to pay the Policyholder instead of indemnifying Legal Expenses**

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

**F) Offer of settlement**

The Policyholder must inform Us in writing as soon as an offer to settle Legal Proceedings is received or a payment into court is made. The Policyholder will not unreasonably withhold consent to the Legal Representative making an offer to settle the Legal Proceedings.

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

If the Policyholder unreasonably withholds agreement to a settlement We reserve the right to withdraw Our support.

**G) Withdrawal by the Policyholder**

Where the Company has provided an indemnity for Legal Expenses and the Policyholder withdraws from the Legal Proceedings without Our agreement, the Company shall be entitled to reimbursement for all Legal Expenses paid.

**H) Payment of Legal Expenses**

All bills relating to any Legal Proceedings which the Policyholder receives from the Legal Representative should be forwarded to Us without delay.

Bills must be certified by the Policyholder to the effect that the charges have been properly incurred and that We are authorised to settle on the Policyholder's behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the Policyholder must ask the Legal Representative to submit the bill of costs for assessment or audit.

The provision of indemnity for any Legal Expenses does not imply that all Legal Expenses will be paid. If the Policyholder is in doubt We should be consulted.

The Policyholder must not, without Our written consent, enter into any agreement with the Legal Representative as to the payment of Legal Expenses.

**l) Recovery of costs and expenses**

The Policyholder through the Legal Representative shall be responsible for the repayment to the Company of any:

- i) award of costs in favour of the Policyholder,
- or
- ii) costs agreed to be paid to the Policyholder as part of any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity, the Policyholder and the Company 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, the Policyholder and the Company shall have priority over any other parties with an interest in any costs recovery. The Policyholder and Company shall share such recovery according to the proportion paid, subject to the Company's right of recovery being restricted to the Limit of Indemnity

**Extensions**

**1 Jury Service Allowance**

The Company will indemnify the Policyholder in respect of Jury Service Allowance provided that such attendance commences during the Period of Insurance and within the Territorial Limits.

Limit of Indemnity £150 per person per day

**2 Witness Attendance Allowance**

The Company will indemnify the Policyholder in respect of Witness Attendance Allowance provided that such attendance commences during the Period of Insurance and within the Territorial Limits.

Limit of Indemnity £150 per day,

subject to a Limit of Indemnity of £10,000 in total in respect of all Events notified during any Period of Insurance.

**3 Taxation Proceedings**

Limit of Indemnity £25,000 in respect of Any One Event for Legal Expenses arising out of Taxation Proceedings,

subject to a Limit of Indemnity of £100,000 in total in respect of all Events notified during any Period of Insurance arising out of Taxation Proceedings.

**4 Legal Advice**

The Company will provide the Policyholder with confidential advice and guidance on legal matters affecting the business. To access this service contact the Company's legal consultants on 0845 078 7543 quoting 70201.

This service is available 24 hours a day, 365 days a year. The Company accepts no responsibility for failure of this service for reasons outside of the Company's control.

**Exclusions**

The Company shall not be liable for Legal Expenses in respect of:

- 1** the period before We have agreed in writing to support the Legal Proceedings,
- 2** work undertaken without our prior written agreement
- 3** the defence of any Legal Proceedings made or brought against the Policyholder arising from any actual or alleged:
  - A) death, bodily injury, disease or illness of any person,
  - B) loss, destruction or Damage to any 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 and cover is provided under Insured Incident 3 - Taxation.
- 4** any Legal Expenses that are in excess of the Standard Legal Expenses where the Policyholder has nominated their own representative to act as the Legal Representative.
- 5** any Legal Proceedings brought outside the Territorial Limits,
- 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 the Policyholder's claim,
- 7** any Legal Proceedings where the Policyholder is, or but for the existence of this section of the Policy would be, entitled to cover under any other insurance policy actually held or would be entitled to cover under any policy which the Policyholder is 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 the Policyholder knew (or ought reasonably to have known) was likely to give rise to Legal Proceedings,
- 9** any Legal Proceedings arising from:
  - A) the Policyholder's intentional wrongdoing or
  - B) an act or omission with reckless disregard as to its consequences.
- 10** any dispute between the Policyholder and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to indemnity at the Policyholder's request,
- 11** damages, fines or penalties of any nature incurred by the Policyholder in Legal Proceedings,
- 12** any VAT attaching to Legal Expenses incurred with Our consent which is recoverable by the Policyholder,
- 13** the defence of any Legal Proceedings arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the Policyholder 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 the Policyholder 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 any alternative funding arrangement or insurance or costs which are only payable where a successful outcome to a legal action is achieved,
- 19 the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind,
- 20 any Legal Proceedings arising directly or indirectly from:
  - A) equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all,
  - B) computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.
- 21 any Legal Proceedings directly or indirectly caused by, 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.
- 22 any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which the Policyholder knew, or ought reasonably to have known, may give rise to a claim by or against the Policyholder.

## Additional Exclusions Specific to Insured Incidents 1 to 8

### Exclusions Specific to Insured Incident 1 – Employment

The Company will not pay Legal Expenses arising from or relating to:

- 1 any benefit due under a contract of employment,
- 2 any payment made in respect of redundancy,
- 3 the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970,
- 4 any claim where the Policyholder does not appoint the Legal Representative in accordance with Claims Settlement Condition 7a),
- 5 any dispute that arises within three months of the inception of the Policy,
- 6 a dispute within the first six months of the Policy where a warning was given to an Employee six months prior to the Policy's inception,
- 7 any compensatory award made against the Policyholder relating to:
  - A) trade union activities including membership or non-membership,
  - B) pregnancy, maternity or paternity rights.

- 8 any award made because of the Policyholder's failure to provide written reasons for dismissal,
- 9 any compensatory award specified in a reinstatement or re-engagement order or made because of the Policyholder's failure to provide written reasons for a dismissal,
- 10 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,
- 11 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

### Exclusions Specific to Insured Incident 2 – Prosecution Defence

The Company will not pay Legal Expenses:

- 1 arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft,
- 2 arising from or relating to any Legal Proceedings concerning to any alleged deliberate or intentional act unless charges are dismissed or the Policyholder is acquitted,
- 3 incurred in a Magistrates' Court that are in excess of what would be allowed should a full Representation Order have been granted,
- 4 incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order,
- 5 in respect of a claim where it is alleged that the Policyholder has breached the terms and conditions of a Representation Order,
- 6 arising from or relating to a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

### Exclusions Specific to Insured Incident 3 – Taxation

The Company will not pay Legal Expenses arising from or relating to:

- 1 any claim where a Tax Avoidance Scheme has been used by the Policyholder,
- 2 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, HM Revenue & Customs Internal Governance or Criminal Investigations,
- 3 any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Policy,
- 4 any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising,
- 5 the Policyholder's actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown the Company shall be entitled to recover such indemnity as it has actually provided,

- 6 any issue of law, practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are the subject of an indemnity under this section of the Policy,
- 7 any enquiry born out of an enquiry into earlier years' tax return(s) or a tax return already under enquiry,
- 8 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,
- 9 any criminal prosecution,
- 10 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.
- 11 in an investigation to Research and Development relief for Corporation Tax or where Patent Box has been used,
- 12 any claim involving an enquiry by Special Civil Investigation Office under Code of Practise 8 unless that at the culmination of such enquiry it is provided that the Insured Person is not guilty of any fraud, fraudulent intent or serious irregularities.

#### Exclusions Specific to Insured Incident 4 – Property

The Company will not pay Legal Expenses arising from or relating to:

- 1 rent payable for leasehold property,
- 2 the recovery of rent payable,
- 3 freehold title, lease, tenancy or licence disputes,
- 4 mining or other subsidence or heave,
- 5 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an Exclusion or proviso applying to that section,
- 6 a contract entered into by the Policyholder,
- 7 the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property,
- 8 A) any dispute arising from the compulsory purchase, confiscation, nationalisation, requisition, destruction of or damage to any freehold or leasehold property,  
B) any disputes over restrictions or controls placed on any freehold or leasehold property,  
C) any disputes arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works,

by or on behalf of any government, public or local authority, except in so far as the claim relates to accidental damage arising from such activities.

#### Exclusions Specific to Insured Incident 5 – Contract and Disputes

The Company will not pay Legal Expenses arising from or relating to:

an undisputed debt owed to the Policyholder:

- 1 any licence or franchise agreements,
- 2 a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled,

- 3 the letting or tenancy of property,
- 4 any computer software or hardware that has been tailored by or on behalf of a supplier or the Policyholder,
- 5 the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property,
- 6 the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.

#### Exclusions Specific to Insured Incident 6 – Data Protection

The Company will not pay Legal Expenses arising from or relating to:

- 1 any criminal prosecution,
- 2 any legal action concerning the grant and/or execution of a warrant of entry,
- 3 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an exclusion or proviso applying to that section.

#### Exclusions Specific to Insured Incident 7 – Bodily Injury

The Company will not pay Legal Expenses arising from or relating to:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident,
- 2 the defence of any claim,
- 3 a matter which is more specifically covered by another section of this Policy or would have been had it not been for an Exclusion or proviso applying to that section.

#### Exclusions Specific to Insured Incident 8 – Statutory Licence

The Company will not pay Legal Expenses arising from or relating to:

- 1 an original application for a statutory licence,
- 2 the standard renewal of a licence.

### Definitions

#### Acts of Parliament

All Acts of Parliament referred to in this Policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the Territorial Limits.

#### Any One Claim

All Legal Proceedings (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

#### Courts

A court, or other competent authority.

#### Employee

Any person under a contract of service or apprenticeship with the Policyholder in connection with the Business. This includes any trainee under the Policyholder's control in connection with a government-approved training scheme.

### Equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

### Legal Expenses

Fees and Costs, Witness Attendance Allowance and in respect of:

- A – Employment            Basic and Compensatory Awards,
- E – Data Protection        Data Protection Awards.

#### 1 Fees

Any fees and disbursements reasonably and properly incurred by Legal Representative, or by Us, in connection with any Legal Proceedings.

These will not exceed costs which are reasonable and proportionate in accordance with the rules on costs such as those contained within the Civil Procedure Rules of England and Wales and rules on judicial expenses in Scotland. Where any such rules prescribe or restricts the level of costs which can be recovered from an opponent, reasonable own costs shall not exceed this amount.

We may instruct cost experts to agree with the representative which costs are reasonable and proportionate.

#### 2 Costs

Any costs payable by the Policyholder following:

A) an award of costs by any court;

or

B) an out-of-court settlement made in connection with any Legal Proceedings. The Policyholder must have obtained Our agreement to any such settlement in accordance with Legal Expenses – Claims Settlement Condition 7G).

#### 3 Witness Attendance Allowance

The actual loss of earnings incurred when the Policyholder is absent from work attending court as a:

A) witness for the Policyholder at the request of the Legal Representative,

or

B) defendant,

provided that a claim has been admitted under Insured Incidents 1–8 this Policy. The sum payable shall not exceed the amounts stated in Extension 2 Witness Attendance Allowance.

#### 4 Data Protection Awards

A) an award of compensation made against the Policyholder under Section 13 of the Data Protection Act 1998,

or

B) an out-of-court settlement of a claim under 4A) above to which We have given Our prior written consent.

### Basic and Compensatory Awards

A) a basic or compensatory award of compensation which the Policyholder must pay as a result of judgment in a dispute under employment legislation,

or

B) an out-of-court settlement of a claim under 5A) above to which We have given Our prior written consent.

### Jury Service Allowance

The income, salary or wages of the Policyholder or any director or partner in or Employee of the Policyholder in respect of that individual's obligation to attend court for jury service in so far as it is not recoverable from the relevant court. The sum payable shall not exceed the amounts shown in Extension 1 Jury Service Allowance.

### Legal Proceedings

The pursuit or defence of legal or taxation disputes.

### Legal Representative

A solicitor, Our Employment Advocacy Service or any appropriately qualified person approved by Us and who is appointed to act in a professional capacity for the Policyholder in the name of the Policyholder in accordance with the terms and conditions of this section of the Policy. Where the Policyholder has chosen their own representative We will only pay Legal Expenses up to the limit specified by the Standard Legal Expenses (see Legal Expenses – Claims Settlement Condition 7).

### Policyholder

#### 1 In respect of Insured Incidents 1–6 and 8

The person or company named as Policyholder in the Schedule and at the request of the Policyholder in respect of Insured Incidents 1 – Employment, and 2 – Prosecution, a director, partner or Employee of the Policyholder.

#### 2 In respect of Insured Incident 7 – Bodily Injury

Any director, partner or Employee of the Policyholder, if requested by the Policyholder.

### Standard Legal Expenses

The level of costs that would be incurred by Us in nominating the Legal Representative of Our choice.

### Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### We/Us/Our

A third party provider approved by Royal & Sun Alliance Insurance plc.



# Transit Insurance

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

The Company will by payment (or at the Company's option by repair, reinstatement or replacement) indemnify the Policyholder if any part of the Property suffers Damage within the Territorial Limits during any Period of Insurance

## The Insurance Provided

### Section 1

- A)** In Vehicles owned or operated by the Policyholder while being loaded upon, carried by, temporarily housed upon or being unloaded from any such vehicle.
- B)** In the custody of the Policyholder's Travellers or Agents:
- 1) while travelling on business including while contained in vehicles,
  - 2) while deposited in any building not owned or occupied by the Policyholder but only in respect of Damage as a result of fire, explosion, water damage, aircraft or articles dropped therefrom or theft involving entry to or exit from the building by forcible and violent means.

### Section 2

- A)** Despatched by Post, Rail or Road Carrier while in the custody or control of the postal authority, railway board or any road carrier until delivered to the consignee's premises or in course of return transit to the Policyholder's Premises.

Provided that the liability of the Company in respect of any claim arising out of any one happening or Event shall not exceed the Limits of Liability.

### Section 3

#### Exhibitions

Damage by any cause to Goods while at Exhibitions within the Territorial Limits excluding

- 1 The Policyholder's 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.

Provided that the liability of the Company in respect of any claim arising out of any one happening or Event shall not exceed the Limits of Liability.

#### Plus in addition to Section 1 above:

The Company will indemnify the Policyholder in addition to the Limits of Liability shown in the Schedule provided that vehicles owned or operated by the Policyholder, his Travellers or Agents are included in this insurance, in respect of:

- 1 additional costs reasonably incurred in:
  - A) transshipping Property to another vehicle, delivering it to the original destination or returning it to the place of despatch following Damage to the Property or an accident to the conveying vehicle,
  - B) removal of debris following Damage to the Property or an accident to the conveying vehicle,
  - C) reloading onto any vehicle any Property if it falls from such vehicle

Limit of Liability any one Event	£1,000
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- 2 Damage to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by the Policyholder or in the charge or control of the Policyholder whilst carried on any such vehicle
 

Limit of Liability any one Event	£1,000
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- 3 Damage to the personal effects belonging to the driver or attendant whilst carried by any such vehicle in the course of the employment of the driver or attendant with the Policyholder
 

Limit of Liability any one Event in respect of any one person	£100
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## Conditions

### 1 Underinsurance

- A) If the Property shall at the commencement of any Damage hereby insured against be collectively of greater value than the Limit of Liability then the Policyholder will be considered as being his own insurer for the difference and shall bear a proportionate share of the loss accordingly
- B) If the Schedule specifies the number of vehicles owned or operated by the Policyholder and at the commencement of any Damage hereby insured against the Policyholder owns or operates more vehicles than shown then the Policyholder will be considered as being his own insurer for the difference and shall bear a proportionate share of the loss accordingly.

If both sub-clauses A) and B) above are applicable then the Company will pay the lesser of the amounts calculated under sub-clause A) and B) (less the Policyholder's Contribution and any applicable co-insurance).

## Exclusions

### 1 Unattended Vehicle Security Requirements (in respect of Vehicles owned or operated by the Policyholder or in the custody of the Policyholder's Travellers or Agents)

The Company shall not be liable for theft of or from any unattended vehicle unless at the time of theft:

- 1) **Immobiliser**  
Any immobiliser and/or alarm system fitted to the vehicle was set in operation
- 2) **Keys**  
All keys were removed from the vehicle
- 3) **Enclosed Area**  
The stolen Property was contained within a fully enclosed area of the vehicle
- 4) **Unattended Vehicle**
  - A) all doors, windows and other openings were left closed, securely locked and properly fastened and
  - B) entry or access to the vehicle was effected by forcible and violent means.
- 5) **Overnight Requirement**  
Property left in or on any unattended vehicle for the night was protected in accordance with any other Vehicle Security Requirement(s) specified herein and the vehicle was either garaged in a building which was securely closed and locked or parked in a compound secured by locked gates.
- 6) **Coinsurance**  
In the event of non-compliance with one or more of Vehicle Security Requirements numbered 1 to 5, if specified in the Schedule, the Company agrees to provide indemnity subject otherwise to the Policy terms and conditions provided;
  - A) that the Policyholder shall bear 20% of each and every agreed claim; and
  - B) that all drivers, attendants, travellers and agents have been instructed in writing prior to entrusting them with any Property or at inception of this Policy as to their responsibility for compliance with such Vehicle Security Requirements.

### 2 Climatic Conditions

The Company shall not be liable in respect of vehicles owned or operated by the Policyholder in respect of physical damage to Property caused by atmospheric or climatic conditions unless the Property was contained within a fully enclosed area of the vehicle or protected by vehicle sheets.

### 3 Despatches by Post, Rail or Road Carrier

The Company shall not be liable in respect of Property despatched by post, rail or road carrier:

- A) consigned to or from any address outside the Territorial Limits.
- B) originally despatched from outside the Territorial Limits unless such Property was unpacked and checked for quantity and quality prior to the commencement of any transit for which insurance is provided under this Policy.
- C) damage caused by or arising as a result of insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers unless the

labelling or addressing was carried out by a party other than You or Your Employees and such insufficiency, error or failure arose entirely without Your knowledge.

### 4 Excluded Property

The Company shall not be liable in respect of:

- A) Excluded Property.
- B) Hi-tech Equipment unless shown as "Insured" in the Schedule.

### 5 Excluded Causes

The Company shall not be liable:

- A) for loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.
- B) for Property carried by You for hire or reward.
- C) for Property whilst being driven under its own motive power or whilst being towed on its own road wheels.
- D) for mechanical, electrical and/or electronic breakdown, failure and/or derangement of Property unless external damage to that Property has occurred and such damage is covered under this Policy.
- E) for Property whilst being dismantled, erected, commissioned or tested.
- F) for loss, damage or expense caused by or arising from depreciation, deterioration, mildew, mould, moth, vermin, ordinary wear and tear and/or any characteristic of the Property which in itself causes or gives rise to loss or damage irrespective of any other cause.
- G) for loss of market, loss of profits, delay, business interruption, increased cost of working or loss of production and any other losses unless specifically stated in the Policy.

### 6 Used and/or Previously Damaged and/or Second-hand Property

The Company shall not be liable for rust, oxidation, discolouration, corrosion, breakage, scratching, denting, bruising, chipping, twisting, bending and distortion to used and/or damaged and/or second-hand Property unless attributable to the carrying conveyance being involved in an accident or casualty.

### 7 Acts of Authorities

The Company shall not be liable for loss caused by, or contributed to by, or arising from destruction, damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any central or local government or agency of such government.

### 8 Policyholder's Contribution

The Company shall not be liable for the Policyholder's Contribution being the first £25 of each and every claim (as ascertained after the application of the Underinsurance Condition) except in respect of Property despatched by post, rail or road carrier which shall be the first £10 of each and every claim.

### 9 Warehoused Property

The Company shall not be liable for Property warehoused at a rental or under a contract for storage and distribution.

**10 Radioactivity and Bio-chemical weapons**

The Company shall not be liable for any Damage caused by, or contributed to by, or arising from:

- A) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- B) any weapon or device employing atomic or nuclear fusion and/or fusion or other like reaction or radioactive force or matter.
- C) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
  - i) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - ii) radioactive matter, but not radioactive isotopes, other than nuclear fuel, where such isotopes are carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- D) any chemical, biological, biochemical or electromagnetic weapons.

**11 Terrorism**

The Company shall not be liable for any Damage caused by, or contributed to by, or arising from Terrorism.

**Definitions****Damage**

Physical loss damage or destruction

**Excluded Property**

- A) Money, securities for money, negotiable instruments, savings stamps, unused postage stamps and/or anything of a similar nature,
- B) cash, credit, debit and/or charge cards,
- C) documents, business records and/or information represented and/or stored in electronic form,
- D) mobile telephones,
- E) portable satellite navigation equipment
- F) microchips; microprocessors; central processing units; system boards; memory boards; memory, sound and/or video cards and components of a similar nature.

**Exhibition(s)**

Includes demonstration, trade fair or show.

**Hi-tech Equipment**

- A) Lap-top and/or palm-top computers,
- B) plasma screens,
- C) electronic organisers, digital cameras, camcorders and/or any other hand held devices designed for the recording, transmission and/or playing of sound and/or images and/or for the storage, management, use or communication of information and/or Data.

**Limit of Liability**

The maximum amount the Company will pay under this section of the Policy for any claim or series of claims arising out of any one Event.

**Property**

Property belonging to or for which the Policyholder is responsible incidental to the Business.

**Territorial Limits**

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including sea or air transits between these territories.

**Terrorism**

Any act including the use of force or violence or the threat thereof, by 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 influence any government or to put the public or any section of the public in fear).

# Deterioration of Stock Insurance

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

In the event of Damage by deterioration or putrefaction of Stock in the Cold Chamber of any refrigeration unit detailed in the Schedule while at the Premises:

- 1 due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- 2 due to the action of refrigerant fumes which have escaped from the refrigerated unit,

during any Period of Insurance.

The Company will pay to the Policyholder the amount of such loss or Damage but not exceeding as far as each item is concerned the Sum Insured or in all the Total Sum Insured.

## The Insurance Provided

In consideration of the Policyholder agreeing to pay the Company an appropriate additional premium the Company will automatically reinstate the Sum Insured in full after Damage as insured by the Policy has occurred subject to:

- 1 the cause of such loss or Damage being rectified before reinstatement of the Sum Insured is effective,
- 2 such reinstatement not applying to the original loss or Damage nor to any succeeding loss or Damage arising out of the same continuous cause,
- 3 the Company not giving the Policyholder notice within 30 days of the Policyholder reporting the loss or Damage to the Company that the Company will not reinstate the Sum Insured.

### Stock in the Cold Chamber

The term 'stock in the cold chamber' shall be deemed to include the stock which at the time of Damage giving rise to such deterioration or putrefaction is elsewhere on the Premises but which would in the normal course be placed in the said cold chamber.

### Underinsurance

The Sum Insured by each Item is separately but similarly subject to the following Condition:

If the Sum Insured on stock shall at the commencement of any loss or Damage be less than 85% of the Sum Insured the Policyholder will be responsible for the difference and the Policyholder will bear a proportionate share of the loss.

## Exclusions

This section of the Policy does not cover:

### 1 Property Damage Covers

Deterioration or putrefaction resulting from Damage at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation,

### 2 Deliberate Act

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 or from the wilful neglect of the Policyholder,

### 3 Loss of goodwill or other consequential loss

Of any nature whatsoever,

### 4 The Policyholder's Contribution

The first £50 of each and every loss borne by the Policyholder or otherwise specified in the Schedule as ascertained after the application of the Underinsurance Condition,

### 5 Riot or civil commotion in Northern Ireland

### 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.

B) Damage to the Stock in the Cold Chamber 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 the Policyholder's 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 6A) above,

but in respect of 6 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.

### 7 Age of the refrigeration unit

Damage to the Property Insured arising from a refrigeration unit that is more than 15 years of age.

### 8 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 civil commotion.

This Policy 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 the insurance by this Policy 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 the Company alleges that by reason of this Exclusion 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 the Policyholder.

# Machinery Breakdown Insurance

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

### The Insurance Provided

In the event of Property owned by the Policyholder or for which they are responsible suffering Damage whilst situated anywhere within the Territorial Limits during the Period of Insurance the Company will in accordance with the provisions of this Insurance pay:

- 1 in respect of Property which at the time of Damage is less than or equal to two years old from the date of sale as new the cost of Reinstatement,
- 2 in respect of Property which at the time of Damage is greater than two years old from the date of sale as new, the value of the Property at the time of the Damage or the cost of repair of the Damage to a condition substantially the same as but not better or more extensive than the condition at the time of the Damage or at the option of the Company the cost of Reinstatement or replacement of such Property,

plus

such additional cost of Reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements,

provided that:

- A) the Company's liability in total in respect of any one incident of Damage or series of incidents of Damage from a common cause shall not exceed £10,000 any one loss,
- B) where Damage occurs to only part of the Property the Company's liability shall not exceed the amount that the Company would have been liable to pay had the Property been wholly destroyed.

Where the basis of payment is to be Reinstatement, payment of Reinstatement shall not be made:

- 1) unless Reinstatement commences and proceeds without unreasonable delay,
- 2) until Reinstatement has been carried out.

### 3 Costs of Replacement Equipment

In the event of Damage to Property for which liability is admitted under this section of the Policy the Company will also pay the cost of hiring charges incurred by the Policyholder for the necessary hire of substitute Property of a similar type and capacity until repair or replacement of the Property suffering Damage has been effected,

Provided that:

- A) the liability of the Company for the cost of such hiring charges under this Extension shall not exceed £5,000 in respect of any one incident of Damage or series of incidents of Damage from a common cause,
- B) in addition and subject to the Sum Insured any Property in respect of which such hiring charges are payable under this Extension shall be insured to the same extent as the Property which suffered Damage,

Provided that:

the insurance shall not apply beyond the period of hire to which the Company payment of hiring charges relates.

### 4 Payment on Account

Where liability under this section of the Policy is admitted the Policyholder shall be entitled to receive payment(s) as agreed between the Policyholder and the Company in advance of final settlement.

### Underinsurance

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Sum Insured at the commencement of any Damage, the liability of the Company shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time.

### Condition

#### 1 Special Precautions

The Policyholder shall maintain the Property in efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested.

### Extensions

#### 1 Temporary Removal

The cover provided by this section of the Policy also applies whilst the Property is temporarily located at premises or working sites in the European Community or European Free Trade Area for the purpose of repair, maintenance, overhaul or inspection of the Property including transit between its location within the Territorial Limits and such temporary locations.

Provided that:

the Company's liability under this Extension shall not exceed £25,000 during transit by sea or air in respect of any one incident of Damage or series of incidents of Damage from a common cause.

#### 2 Additional Property

Any additional Property owned by or leased to the Policyholder of a similar class, type, function and capacity to the Property described in the Schedule is deemed to be included in this Policy once installation is completed and the Property is handed over to the Policyholder and is ready to commence normal working,

Provided that:

- A) such Property is suitable for service free from material defects and in sound working condition,
- B) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled,
- C) such Property shall be covered only to the same extent as similar items of Property described in the Schedule,
- D) if any such Property proves to be unacceptable to the Company the insurance on that part of the Property shall terminate from the date of notification to the Policyholder.

### 3 Temporary Repairs or Expediting Costs

In respect of each claim for Damage for which cover is provided by this section of the Policy the Company will pay the reasonable cost (if previously approved by the Company) of effecting temporary repair and of expediting permanent repair of such Damage.

Provided that:

the Company's Limit of Liability under this Extension shall not exceed £10,000.

### 4 Debris Removal

The Company will pay for costs incurred with the Company's consent in the removal of Property consequent upon Damage for which cover is provided by this Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Policy.

### 5 Measures taken in Avoidance of Damage

Subject to the terms and Conditions of this section of the Policy the Company will pay costs incurred, with Our consent, by the Policyholder in taking exceptional measures to avoid or mitigate impending Damage for which cover is provided by this section of the Policy.

Provided that:

- A) the impending Damage does not stem from any defect within any Property and
- B) Damage would be expected in the absence of such measures and
- C) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken.
- D) any one loss does not exceed £10,000.

### 6 Multiple Lifting

Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must conform to BS7121 specification for multiple lifting.

## Exclusions

This section of the Policy does not cover:

#### 1 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 civil commotion.

This Policy 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 the insurance by this Policy 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 the Company alleges that by reason of this Exclusion 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 the Policyholder.

#### 2 Electronic Risk

Any accidental loss of or damage to the Property and any accidental loss or destruction of or Damage to Data which shall include but not be limited to:

- A) loss, destruction or corruption of Data whether in whole or in part,
- B) unauthorised appropriation, use, access to or modification of Data,
- C) unauthorised transmission of Data to any third parties,
- D) Damage arising out of any misinterpretation, use or misuse of Data,
- E) Damage arising out of any operator error in respect of Data other than accidental loss of or damage to the Property and any accidental loss or destruction of or damage to Data arising directly as a result of Breakdown of Property provided always that the liability of the Company shall not exceed in total in any one Period of Insurance the sum of £10,000.

Any Damage to the Property arising directly or indirectly from:

- A) the transmission or impact of any Virus,
- B) unauthorised access to a System,
- C) interruption or interference with electronic means of communication used in the conduct of the Business including but not limited to any diminution in the performance of any website or electronic means of communication,
- D) failure of a System,
- E) any other means described above.

#### 3 Testing, Overloading and Repair

Damage caused by and occurring during testing or intentional overloading of the Property except for Damage caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property.

#### 4 Fire

Damage caused by fire howsoever the fire may have been caused.

**5 Explosion**

Damage caused by explosion.

**6 Collapse**

Damage caused by the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues).

**7 Rubber Tyres**

Damage to rubber tyres unless such Damage arises out of an accident for which cover is provided under this Policy to other parts of the Property or unless such Damage arises out of a malicious act which necessitates replacement of such tyres repair being impracticable.

**8 Pollution or Contamination**

Damage caused by pollution or contamination except (unless otherwise excluded) Damage caused by pollution or contamination which itself results from any Damage.

**9 Corrosion or Erosion**

Damage consisting of or caused by any form of corrosion or erosion however the Damage may arise but this Exclusion shall not apply to Damage to any other part of the Property free from such corrosion or erosion.

**10 Wear and Tear**

Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this Exclusion shall not apply to Damage to any other part of the Property free from any such condition.

**11 Other Damage**

- A) scratching of painted or polished surfaces,
- B) Damage to non-metallic protective linings, pipes or hoses, and driving or conveyor belts and batteries,
- C) Damage to ropes (other than Damage resulting in complete severance).

**12 Financial Loss**

Loss of any kind whatsoever not specifically covered by this Policy including financial loss of profits, loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy.

**13 Building Regulations**

- A) the cost of complying with Building Regulations or local authority or statutory requirements:
  - i) relating to undamaged property or undamaged portions of property,
  - ii) under which notice has been served prior to Damage.
- B) any rate, tax, duty, development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements.

**14 Contribution**

The Policyholder's Contribution of £1,000.

## Definitions

### Damage

physical loss, destruction or damage including any resultant loss of coolant, lubricant or insulant, refrigerant or brine due to:

- A) the actual failure, breaking, distortion or burning out of any part of the Property whilst in use arising out of:
  - i) mechanical or electrical defects in the Property,
  - ii) failure or fluctuation of electricity supply,
  - iii) Damage caused by the error or omission of the operator(s) during the normal operation of the Property other than in respect of any failure to maintain.
- B) the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative.

### Property

all Property owned by or leased to the Policyholder but excludes even if integral to the Property (unless specifically stated as being covered):

- A) chimneys, masonry, brickwork, foundations, racking shelving and supporting structures,
- B) computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process),
- C) office equipment including but not limited to communications or alarm systems, vending machines, games machines and office equipment including but not limited to typewriters, adding Machines, calculators, facsimile machines and equipment for the printing or reproduction of documents or other records,
- D) any item or part of Property sold supplied processed serviced, manufactured or stored in the course of the policyholders trade or business
- E) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation,
- F) vehicles other than purpose-built lifting and handling machinery,
- G) the contents of boiler and pressure plant.

### Reinstatement

- A) where any item of Property suffers Damage to the extent that it cannot be economically repaired replacement by new Property of equal performance or capacity or if such be impossible replacement by new Property having the nearest overall performance or capacity to the Property which has suffered Damage,
- B) where any item of Property otherwise suffers Damage the repair of the Damage and the restoration of the portion of Property suffering Damage to a working condition substantially the same as but not better or more extensive than its condition when new.



# 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 contact your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your Policy booklet.

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  
PO Box 255  
Wymondham NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://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 (e.g. 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](mailto: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](mailto: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